

Memorandum

MIAMI-DADE
COUNTY

Date: December 17, 2013

To: Honorable Chairwoman Rebeca Sosa and
Members, Board of County Commissioners

Agenda Item No. 8(0)(2)

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for approval to award a design-build contract for the replacement of the existing 54-inch sewer force main from the Central District Wastewater Treatment Plant to Fisher Island, under the Norris Cut Channel, for a total contract term of 824 days with a total compensation amount of \$72,101,600.00; Project Number: DB12-WASD-01, Contract No. 13NCC001

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding Project No. DB12-WASD-01, Contract No. 13NCC001 for design-build services to Nicholson Construction Company for a total contract term of 824 days with a total compensation amount of \$72,101,600.00. The design-build services specified in this contract will serve to replace the existing 54-inch sewer force main with a new 60-inch sewer force main from the Central District Wastewater Treatment Plant to Fisher Island, under the Norris Cut Channel. This design-build contract was prepared by the Miami-Dade Water and Sewer Department (WASD).

Scope

The construction of the new 60-inch sewer force main has county-wide significance. This new pipeline will be constructed in Districts 5 and District 7, Commissioners Bruno A. Barreiro and Xavier L. Suarez, respectively.

Fiscal Impact/Funding Source

The item has a fiscal impact to the County of \$72,101,600.00 for a total contract term of 824 days from the Notice to Proceed. The funding source is Wastewater Connection Charges, Wastewater Renewal Fund, WASD 2013 Revenue Bonds and WASD Revenue Bonds Sold. This capital project is included in the Adopted Multi-Year Capital Improvement Plan for Fiscal Years 2013-2019 (Project 968150- Wastewater Collection and Transmission Lines).

Track Record/Monitor

WASD's Assistant Director of Engineering and Capital Improvements, Eduardo A. Vega, P.E., will oversee the construction of the 60-inch sewer force main.

Background

The existing 54-inch sanitary sewer force main pipeline located between Fisher Island and the Central District Wastewater Treatment Plant on Virginia Key transmits all sewage collected from Miami Beach, Surfside, Bal Harbor, Bay Harbour Islands and Fisher Island to the Central District Wastewater Treatment Plant for treatment and disposal. WASD evaluated the 54-inch sewage force main between Fisher Island and Virginia Key and concluded it is in a severely distressed condition and in danger of failure. Consequently, the 54-inch sewage force main will be replaced with a new 60-inch sewer force main. The new pipeline will be constructed and installed between Fisher Island and the Central District Wastewater Treatment Plant, under the Norris Cut Channel.

Nicholson Construction Company will provide the required engineering, design, permitting, construction, testing and commissioning services for the installation of a new 60-inch sanitary sewage force main. The life expectancy of this new pipeline is a minimum of eighty (80) years.

On February 26, 2013, a Request for Design-Build Services was issued under full and open competition. On March 27, 2013, the Clerk of the Board received six (6) proposals for the "Step 1: Evaluation of Qualifications" submittal. One firm was found non-compliant due to failing to meet the State of Florida General Contractor's licensing requirements as stipulated in the Request for Design-Build Services and was eliminated from further evaluation by the Competitive Selection Committee.

At the "Step 1: Evaluation of Qualifications" meeting held on April 17, 2013, the Competitive Selection Committee reviewed and ranked the remaining five (5) proposals received on March 27, 2013. The references in the proposals were verified by the Internal Services Department. The Competitive Selection Committee voted to shortlist three (3) of the five (5) proposers to submit technical and price proposals for the "Step 2: Oral Presentation". Nicholson Construction Company and the other team members met the minimum qualifications and demonstrated their relevant experience with other projects required in the Request for Design-Build Services.

The "Step 2: Technical and Price Proposal (Oral Presentation)" meeting was held on June 26, 2013. Alternate proposals were submitted by three (3) firms. Each one was reviewed and evaluated by the Competitive Selection Committee. The Competitive Selection Committee approved Alternate Proposal No. 3 which was submitted by Nicholson Construction Company.

Pursuant to the specifications of the Request for Design-Build Services solicitation, if an alternate technical proposal is accepted by the Competitive Selection Committee, the alternate price envelope of the alternate proposal will replace the original proposal price. Additionally, an alternate proposal price must not be greater than the original proposal price. The Competitive Selection Committee evaluated and scored the three (3) firms. The price envelopes were opened and tabulated and the lowest *adjusted* bid was Nicholson Construction Company.

The Competitive Selection Committee recommended to negotiate the design-build contract with Nicholson Construction Company as it is the top ranked firm with the lowest *adjusted* bid. As such, authorization to negotiate with Nicholson Construction Company was approved on July 23, 2013. On August 1, 2013, the Negotiation Committee met with Nicholson Construction Company and concluded its second negotiations meeting on August 15, 2013. Based on the facts above, it is recommended that the Board award this design-build contract to Nicholson Construction Company.


The Internal Services Department Capital Improvements Information System database contains no evaluations for Nicholson Construction Company. According to the Firm History Report provided by the Regulatory and Economics Resources Department, Nicholson Construction Company has not been awarded any contracts by Miami-Dade County within the last five (5) years. A 22% Community Business Enterprise goal was established for this design-build contract as well as a 10.90% Community Small Business Enterprise 2nd, 3rd, and 4th tier goal.

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine responsibility, including verifying corporate status, and performance and compliance data. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse

Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners
Page 3


findings relating to the Contractors' responsibility. This information is being provided pursuant to Resolution R-187-12. A bid protest was filed on October 28, 2013 and was withdrawn on November 13, 2013 (see attached notice of withdrawal).

BUDGET
APPROVAL
FUNDS
AVAILABLE:




OMB DIRECTOR 10/15/13
DATE

APPROVED AS TO
LEGAL
SUFFICIENCY:

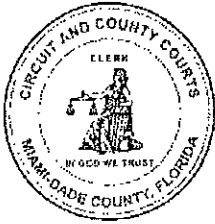


ASSISTANT COUNTY 10/9/13
ATTORNEY DATE



DEPUTY MAYOR 10/20/13
DATE

Harvey Ruvin
CLERK OF THE CIRCUIT AND COUNTY COURTS
Miami-Dade County, Florida



CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK CENTER
SUITE 17-202
111 N.W. 1st Street
Miami, FL 33128-1983
Telephone: (305) 375-5126

November 14, 2013

Augusto E. Maxwell, Esq.
Akerman Senterfitt
One S.E. Third Avenue, 25th Floor
Miami, Florida 33131

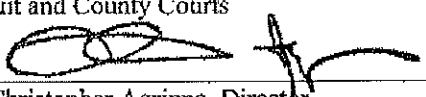
Re: Bid No. ISD Project No. DB12-WASD-01
Design-Build Services for the Replacement of the Existing 54-inch Sanitary Sewage Force Main
Pipeline from the Central District Wastewater Treatment Plant to Fisher Island, under Norris Cut Channel
(Protester: Ric-Man Construction, Inc)

Dear Mr. Maxwell:

The Clerk of the Board Division is in receipt of your Notice of Withdrawal of Bid Protest filed on November 13, 2013, in connection with the above referenced solicitation. Therefore, the bid protest hearing previously scheduled for Monday, November 18, 2013, at 10:00 AM, is cancelled.

If you have any questions regarding this matter, do not hesitate to contact Fara C. Diaz at (305) 375-1293.

Sincerely,
HARVEY RUVIN, Clerk
Circuit and County Courts

By 
Christopher Agrippa, Director
Clerk of the Board Division

CA/fcd

Central Depository • Civil Division • Clerk of the Board • Code Enforcement • Comptroller/Auditor • County Recorder Criminal Division • District Courts Division • Family Courts Division • Human Resources / Administrative Services • Juvenile Division • Marriage License • Parking Violations • Records / Archives Management • Technical Services Division • Traffic Division • V.A.B.

Augusto E. Maxwell, Esq.
Akerman Senterfitt
Page Two
November 14, 2013

cc: Honorable Carlos A. Gimenez, Mayor, Miami-Dade County (via email)
Alina T. Hudak, Deputy Mayor/County Manager (via email)
Hugo Benitez, Assistant County Attorney (via email)
Henry Gillman, Assistant County Attorney (via email)
Jenelle Snyder, County Attorney's Office (via email)
Rita Gonzalez, County Attorney's Office (via email)
Cindy Paxton, County Attorney's Office (via email)
Charles Anderson, Commission Auditor (via email)
Elizabeth Owens, BCC Legislative Analyst, Commission Auditor's Office (via email)
John W. Renfrow, Director, Water and Sewer Department (via email)
Lester Sola, Director, Internal Services Department (via email)
Miriam Singer, CPPO, Assistant Director, Internal Services Department (via email)
Ray Baker, Assistant to the Director, Internal Services Department (via email)
William Fogarty, Manager, Procurement Vendor Services, ISD (via email)
Amos Roundtree, Director, Purchasing Division, ISD (via email)
Faith Samuels, Senior A&E Consultant Selection Coordinator, ISD (via email)
Patty David, Acting Chief, Intergovernmental Affairs, Water & Sewer Dept. (via email)
Miami-Dade Court Reporters (via email)

6

CLERK OF THE CIRCUIT AND COUNTY COURTS
CLERK OF THE BOARD OF COUNTY COMMISSIONERS

In re Bid Protest of)

Miami Dade Water and Sewer Department)
Replacement of an Existing 20" Water Main)
from Port Island to Fisher Island Under)
Fisherman's Channel and Replacement of an)
Existing 54" Force Main from Fisher Island to)
South of the City of Miami Beach under)
Government)

(the "Norris Cut Project"))
_____)

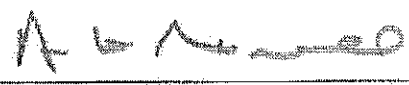
ISD Project No. DB12-WASD-01

CLERK OF THE BOARD
2013 NOV 13 PM 12:49
MIAMI-DADE COUNTY, FLA.

**NOTICE OF
WITHDRAWAL OF BID PROTEST**

COMES NOW, RIC-MAN CONSTRUCTION, INC. by and through their undersigned
counsel and filed this its Notice of Withdrawal of Bid Protest with reference to the matter herein.

Respectfully submitted this 13th day of November, 2013.



Augusto E. Maxwell, Esq.
Attorney for Ric-Man Construction Inc.
Akerman LLP
One S.E. Third Avenue, 25th Floor
Miami, Florida 33131
Telephone: (305) 374-5600
Facsimile: (305) 374-5095

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished this
13th day of November, 2013 via hand delivery to the Clerk of Miami-Dade and the County
Attorney, Miami-Dade County and via U.S. Mail to the parties listed on the attached mailing list.



Augusto E. Maxwell, Esq.

Mailing List

Clerk of the Board of County Commissioners
Miami-Dade County
111 N.W. First Street
Suite 17-202
Miami, Florida 33128

Hugo Benitez, Esq.
Henry Gillman, Esq.
Assistant County Attorney
111 NW 1st Street
Suite 2710
Miami, Florida 33128

Daniel Munilla, Esq.
Peterson & Espino, P.A.
10631 N Kendall Drive
Suite 220
Miami, Florida 33176

Nicholson Construction Company
8725 NW 18th Terrace
Suite 304
Doral, Florida 33172

Dragados USA, Inc.
2 Alhambra Plaza
Suite 660
Coral Gables, Florida 33134

Skanska-Lanzo
1815 Griffin Road
Suite 204
Dania Beach, Florida 33004

Traylor Bros.
835 N. Congress Avenue
P.O. Box 5165
Evansville, Indiana 47716

SAK Construction, LLC
864 Hoff Road
O'Fallon, Missouri 63366

Valverde, Olga (COC)

From: maria.y.gonzalez@akerman.com
Sent: Wednesday, November 13, 2013 12:33 PM
To: Clerk of the Board (COC); Benitez, Hugo (CAO); Gillman, Henry (CAO)
Cc: augusto.maxwell@akerman.com; jose.villalobos@akerman.com
Subject: FW: RIC-MAN / WITHDRAWAL
Attachments: [Untitled].pdf

CLERK OF THE BOARD
2013 NOV 13 PM 12:49
OFFICE OF THE CLERK OF THE BOARD
CLERK OF THE BOARD
CLERK OF THE BOARD

Gentlemen,

Enclosed please find copy of Notice of Withdrawal of Protest by Ric-Man Construction, Inc. pertaining to Project No. DB12-WASD-01.

Should you have any questions regarding same, please do not hesitate in contacting us.

Regards,

Maria Y. Gonzalez

Legal Administrative Assistant to

Jose A. Villalobos / Augusto E. Maxwell / Joel E. Maxwell / Jose F. Diaz / Joseph Falk
Akerman LLP | One Southeast Third Avenue 25th Floor | Miami, Florida 33131

Dir: 305.679-5488 | Main: 305.374.5600

maria.y.gonzalez@akerman.com

www.akerman.com

CONFIDENTIALITY NOTE: The information contained in this transmission may be privileged and confidential, and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to

the sender that you have received this communication in error and then delete it.

Thank you.

CIRCULAR 230 NOTICE: To comply with U.S. Treasury Department and IRS regulations, we are required to advise you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this transmittal, is not intended or written to be used, and cannot be used, by any person for the purpose of (i) avoiding penalties under the U.S. Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this e-mail or attachment.




MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 17, 2013

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(O)(2).

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(2)
12-17-13

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION FOR PROJECT NUMBER DB12-WASD-01, CONTRACT NUMBER 13NCC001 WITH A TOTAL COMPENSATION AMOUNT OF \$72,101,600.00 AND A TOTAL CONTRACT TERM OF 824 DAYS BETWEEN NICHOLSON CONSTRUCTION COMPANY AND MIAMI-DADE COUNTY FOR DESIGN-BUILD SERVICES TO REPLACE THE EXISTING 54-INCH SEWER FORCE MAIN FROM THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT TO FISHER ISLAND, UNDER THE NORRIS CUT CHANNEL; AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the contract award recommendation for Project Number DB12-WASD-01, Contract Number 13NCC001 in the total amount of \$72,101,600.00 with a total contract term of eight hundred and twenty-four (824) days, between Nicholson Construction Company and Miami-Dade County for design-build services to replace the existing 54-inch sewer force main with a 60-inch sewer force main from the Central District Wastewater Treatment Plant to Fisher Island, under the Norris Cut Channel, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of December, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman



FY 2013 - 14 Proposed Budget and Multi-Year Capital Plan

UPGRADE OF MIAMI SPRINGS PUMP STATIONS - GENERAL OBLIGATION BONDS (GOB)

PROJECT #: 967730

DESCRIPTION: Upgrade electrical control panels, pumps and proprietary SCADA system

LOCATION: Various Sites

District Located: 6

District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
BBC GOB Financing	0	71	200	0	0	0	0	0	271
BBC GOB Series 2008B-1	559	0	0	0	0	0	0	0	559
BBC GOB Series 2011A	8	0	0	0	0	0	0	0	8
TOTAL REVENUES:	567	71	200	0	0	0	0	0	838
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Construction	567	71	200	0	0	0	0	0	838
TOTAL EXPENDITURES:	567	71	200	0	0	0	0	0	838

WASTEWATER COLLECTION AND TRANSMISSION LINES - CONSENT

PROJECT #: 968150

DESCRIPTION: Design, construct, and rehabilitate collection and transmission infrastructure lines to comply with EPA Consent Decree

LOCATION: Various Sites

District Located: Countywide

Throughout Miami-Dade County

District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Connection Charges	40,919	1,151	1,276	0	0	0	0	0	43,346
Wastewater Renewal Fund	5,321	0	0	0	0	0	0	0	5,321
Future WASD Revenue Bonds	0	0	24,986	78,787	97,169	36,557	25,786	79,174	342,459
WASD 2013 Revenue Bond	22,355	0	0	0	0	0	0	0	22,355
WASD Revenue Bonds Sold	56,661	0	0	0	0	0	0	0	56,661
TOTAL REVENUES:	125,256	1,151	26,262	78,787	97,169	36,557	25,786	79,174	470,142
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	7,922	3,131	3,134	8,379	9,474	3,564	2,514	7,720	45,838
Construction	73,338	28,982	29,007	77,562	87,696	32,993	23,272	71,454	424,304
TOTAL EXPENDITURES:	81,260	32,113	32,141	85,941	97,170	36,557	25,786	79,174	470,142

WASTEWATER PIPES AND INFRASTRUCTURE PROJECTS

PROJECT #: 968750

DESCRIPTION: Replace and install new pipelines in areas requiring service improvements

LOCATION: Various Sites

District Located: Systemwide

Various Sites

District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Wastewater Renewal Fund	16,250	3,000	3,000	3,000	3,000	3,000	3,000	0	34,250
WASD Revenue Bonds Sold	1,642	0	0	0	0	0	0	0	1,642
TOTAL REVENUES:	17,892	3,000	3,000	3,000	3,000	3,000	3,000	0	35,892
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	2,859	479	479	479	479	479	480	0	5,734
Construction	15,033	2,521	2,521	2,521	2,521	2,521	2,520	0	30,158
TOTAL EXPENDITURES:	17,892	3,000	3,000	3,000	3,000	3,000	3,000	0	35,892



Small Business Development Division Project Worksheet

Project/Contract Title: REPLACEMENT OF THE EXISTING 54" SANITARY SEWAGE FM
PIPELINE FROM CDWWTP TO FISHER ISLAND UNDER NORRIS CUT
CHANNEL (SIC 871)

Received Date: 01/17/2013

Project/Contract No: DB12-WASD-01 (DESIGN)
Department: WATER & SEWER DEPARTMENT

Funding Source:
WASD REVENUE BONDS

Resubmittal Date(s):

Estimated Cost of Project/Bid: \$6,180,904.00

Description of Project/Bid: To establish a Design-Build project where the scope of work will be inclusive of, but not limited to, engineering, design, permitting, and inspection to support the construction, installation, testing and commissioning activities associated with the replacement of the existing (damaged) 54-inch sanitary sewer "Force Main" pipeline with a 60-inch inside diameter pipeline.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	22.00%

Reasons for Recommendation

This project meets all the criteria set forth in I.O. #3-32, Section V.

WASD recommended a 20% CBE Goal, SBD counter-recommended a 22% CBE Goal based on the responses from a "Verification of Availability"; represented as follows: 5.01 @ 1%; 6.01 @ 5%; 9.02 @ 2%; 10.05 @ 1%; 11.00 @ 10%; 15.01 @ 2%; and 16.00 @ 1%.

SIC 871 - Architectural and Engineering Services

Technical Category: 0302A-Tunnel Design; 0312-Highway Systems-Underwater Engineering Inspection; 0501-Port & Waterway Systems-Engineering Design; 0601-W & S Sewer Sys-Water Dist & Sanitary Sewage Coll; 0901-Drilling Subsurface Investigations & Seismographic; 0902-Geotechnical & Materials Engineering Services; 0903-Concrete And Asphalt Testing Services; 0904-Non-Destructive Testing And Inspections; 1005-Environmental Eng-Contamination Assess & Monitor; 1100-General Structural Engineering; 1200-General Mechanical Engineering; 1300-General Electrical Engineering; 1501-Surveying And Mapping-Land Surveying; 1503-Underground Utility Location; 1600-General Civil Engineering

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
PORT & WATERWAY SYSTEMS-ENGINEERING DESIGN	CBE	\$61,809.04	1.00%	4
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL	CBE	\$309,045.20	5.00%	11
GENERAL STRUCTURAL ENGINEERING	CBE	\$618,090.40	10.00%	3
ENVIRONMENTAL ENG-CONTAMINATION ASSESS & MONITOR	CBE	\$61,809.04	1.00%	5
GENERAL CIVIL ENGINEERING	CBE	\$61,809.04	1.00%	12
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	CBE	\$123,618.08	2.00%	3
SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$123,618.08	2.00%	18
Total		\$1,359,798.88	22.00%	

Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Building: YES ☐ NO ☒

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.



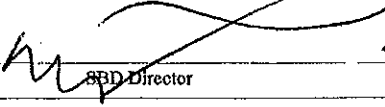
Small Business Development Division
Project Worksheet

Project/Contract Title: REPLACEMENT OF THE EXISTING 54" SANITARY SEWAGE FM
PIPELINE FROM CDWWTP TO FISHER ISLAND UNDER NORRIS CUT
CHANNEL (SIC 871)
Project/Contract No: DB12-WASD-01 (DESIGN)
Department: WATER & SEWER DEPARTMENT
Estimated Cost of Project/Bid: \$6,180,904.00

Received Date: 01/17/2013

Funding Source:
WASD REVENUE BONDS

Resubmittal Date(s):

REVIEW RECOMMENDATION			
Tier 1 Set Aside _____		Tier 2 Set Aside _____	
Set Aside _____	Level 1 _____	Level 2 _____	Level 3 _____
Trade Set Aside (MCC) _____		Goal _____	Bid Preference _____
No Measure _____		Deferred _____	Selection Factor _____
CWP _____	 SBD Director		2/1/13 Date



Small Business Development Division

Project Worksheet

Project/Contract Title: REPLACEMENT OF THE EXISTING 54" SANITARY SEWAGE FM
PIPELINE FROM CDWWTP TO FISHER ISLAND UNDER NORRIS CUT
CHANNEL (SIC 16)
Project/Contract No: DB12-WASD-01 (BUILD)
Department: WATER & SEWER DEPARTMENT
Estimated Cost of Project/Bid: \$76,051,123.00

Received Date: 01/17/2013

Funding Source:
WASD REVENUE BONDS

Resubmittal Date(s):

Description of Project/Bid: To establish a Design-Build project where the scope of work to will be inclusive of, but not limited to, providing the labor, equipment, and materials as well as the management, supervision, quality control, cost and schedule controls, and safety services for the construction/installation, testing and commissioning activities associated with the replacement of the existing (damaged) 54-inch sanitary sewer "Force Main" pipeline with a 60-inch inside diameter pipeline.

Contract Measures Recommendation

<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
Goal	CSBE	10.90%

Reasons for Recommendation

2nd, 3rd, 4th Tier CSBE Subcontractor Goal: 10.9%

An analysis of the factors contained in Section VI C of Implementing Order #3-22 indicate that a 2nd, 3rd, and 4th Tier CSBE Subcontractor Goal is appropriate in the following: shaft construction & waste removal, tunneling & waste removal, open cut pipe installation, site preparation / restoration, and cut / dewatering / plugging of existing force main - (waste removal (site preparation) & water and sewer line and related structures construction).

CWP Not Applicable; Not in DTA

Trade Category: 237110-Water And Sewer Line And Related Structures Construction; 237990-Other Heavy And Civil Engineering Construction; 238910-Site Preparation Contractors

Small Business Contract Measure Recommendation

<u>Subtrade</u>	<u>Cat.</u>	<u>Estimated Value</u>	<u>% of Items to Base Bid</u>	<u>Availability</u>
Site Preparation Contractors	CSBE	\$4,563,067.38	6.00%	796
Water and Sewer Line and Related Structures Construction	CSBE	\$3,726,505.03	4.90%	409
Total		\$8,289,572.41	10.90%	

Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy Construction: YES ☒ NO ☐

Responsible Wages: YES ☒ NO ☐

Building: YES ☐ NO ☒

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

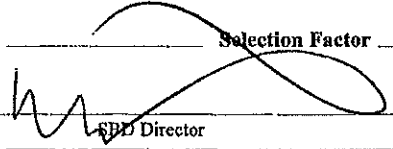



Small Business Development Division
Project Worksheet

Project/Contract Title: REPLACEMENT OF THE EXISTING 54" SANITARY SEWAGE FM
PIPELINE FROM CDWWTP TO FISHER ISLAND UNDER NORRIS CUT
CHANNEL (SIC 16)
Project/Contract No: DB12-WASD-01 (BUILD)
Department: WATER & SEWER DEPARTMENT
Estimated Cost of Project/Bid: \$76,051,123.00

Received Date: 01/17/2013

Funding Source: WASD REVENUE BONDS
Resubmittal Date(s):

REVIEW RECOMMENDATION			
Tier 1 Set Aside _____		Tier 2 Set Aside _____	
Set Aside _____	Level 1 _____	Level 2 _____	Level 3 _____
Trade Set Aside (MCC) _____		Goal _____	Bid Preference _____
No Measure _____	Deferred _____	Selection Factor _____	
CWP _____	 SDD Director		 Date 2/1/13

DESIGN-BUILD CONTRACT
DESIGN-BUILD SERVICES FOR THE REPLACEMENT OF THE
EXISTING 54-INCH FORCE MAIN FROM CENTRAL DISTRICT
WASTEWATER TREATMENT PLANT TO FISHER ISLAND UNDER
NORRIS CUT CHANNEL
PROJECT NUMBER: DB12-WASD-01
CONTRACT NUMBER: 13NCC001

DESIGN-BUILD CONTRACT

Made as of the ____ day of _____ in the year 2013.

Between the COUNTY: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "COUNTY", which shall include its officials, successors, legal representatives, and assigns.

And the DESIGN-BUILDER:

Name: Nicholson Construction Company
FEIN: 25-1024823
Address: 8725 N.W. 18th Terrace, Suite 304
Doral, FL 33172
Phone Number: 305-715-2080
Fax Number: 305-715-1920
E-mail Address: laurent.lefebvre@nicholsonconstruction.com

The term "DESIGN-BUILDER" shall include its officials, successors, legal representatives, and assigns.

Project: Design-Build Services for the Replacement of the Existing 54-inch Force Main from Central District Wastewater Treatment Plant to Fisher Island under Norris Cut Channel

The COUNTY and the DESIGN-BUILDER agree as set forth herein:

DESIGN-BUILD SERVICES CONTRACT

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
ARTICLE 1	ABBREVIATIONS AND DEFINITIONS.....	5
1.1	Abbreviations.....	6
1.2	Definitions.....	7
ARTICLE 2	INTERPRETATION.....	15
ARTICLE 3	INTENTION OF THE COUNTY.....	16
ARTICLE 4	RESPONSIBILITIES OF THE DESIGN-BUILDER.....	16
ARTICLE 5	THE PROJECT.....	19
5.1	Location.....	19
5.2	Term of Contract.....	20
5.3	The Project Schedule.....	20
5.4	Project Schedule Submittal.....	22
5.5	Publishing of Information.....	22
5.6	Warranty.....	22
ARTICLE 6	SUBCONSULTANTS.....	26
6.1	Services.....	26
6.2	List of Firms.....	26
6.3	Replacement of Firms.....	26
6.4	Contract Measures.....	26
ARTICLE 7	SUBCONTRACTORS.....	27
7.1	Services.....	27
7.2	List of Firms.....	27
7.3	Replacement of Firms.....	27
7.4	Contract Measures.....	27
ARTICLE 8	SUBCONTRACTS.....	27
8.1	Design-Builder Participation.....	28
8.2	Sub-Contract Documents.....	28
ARTICLE 9	THE COUNTY'S RESPONSIBILITIES.....	28
9.1	Information Furnished.....	28
9.2	Project Management.....	28
9.3	Changed or Additional WORK.....	28
ARTICLE 10	BASIS OF COMPENSATION.....	29
10.1	Contract Price.....	29
10.2	Contingency Allowance Account.....	30
10.3	Dedicated Allowance Account.....	30
10.4	Markup for Change Orders to the Contract.....	31

DESIGN-BUILD SERVICES CONTRACT

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
ARTICLE 11	PARTIAL AND FINAL PAYMENT.....	32
11.1	Progress Payments.....	32
11.2	Retainage.....	34
11.3	Final Payment.....	34
11.4	Prompt Payment.....	35
11.5	Payment for Additional WORK and Services.....	35
ARTICLE 12	SCOPE OF SERVICES.....	39
12.1	Scope of Services.....	39
ARTICLE 13	GENERAL PROVISIONS.....	41
13.1	Indemnification and Waiver of Liability.....	41
13.2	Errors and Omissions.....	43
13.3	Insurance.....	44
13.4	Performance.....	46
13.5	Project Suspension or Abandonment.....	47
13.6	Termination of Contract.....	47
13.7	Design-Builder's Accounting Records.....	50
13.8	Ownership and Reuse of the Documents.....	50
13.9	Compliance with Laws.....	51
13.10	Miscellaneous Provisions.....	57
13.11	Successors and Assigns.....	58
13.12	Dispute Resolution.....	58
13.13	Certification.....	59
13.14	Hazardous Conditions.....	59
13.15	Time Extensions and Delay.....	60
13.16	Value Engineering After Award.....	62
13.17	Site Conditions.....	65
13.18	Notice of Potential Claim.....	66
13.19	Inspecting and Testing Materials.....	67
13.20	Corrections of Work or Material.....	67
13.21	Sovereignty.....	68
13.22	Entirety of Contract.....	69
13.23	Severability.....	69
13.24	Governing Laws Submission to Jurisdiction.....	70
13.25	Survival.....	70
13.26	No Waiver.....	70
13.27	Remedies.....	70
13.28	Contract Documents.....	70
13.29	No Third Parties Beneficiaries.....	70
13.30	Amendments.....	71
13.31	Headings.....	71
13.32	Counterparts.....	71
13.33	Public Records.....	71
13.34	Employees are the Responsibility of the Designer-Builder.....	71
SIGNATURES.....		73

EXHIBITS

EXHIBIT "A"	Project Schedules; Mobilization & Engineering Schedule, and Initial Baseline Project Schedule
EXHIBIT "B"	Letters of Agreement and Scheduled of Participation
EXHIBIT "C"	Contract Schedule of Values
EXHIBIT "D"	Alternate Technical Proposal No. 3
EXHIBIT "E"	Performance and Payment Bonds
EXHIBIT "F"	Fair Subcontracting Policies ISD Form No. 9
EXHIBIT "G"	Subcontractor/Supplier Listing ISD Form No. 7
EXHIBIT "H"	Monthly Utilization Report
EXHIBIT "I"	Truth-In-Negotiation Certificate/Wage Rates
EXHIBIT "J"	Conflict of Interest Affidavit

AFFIDAVITS

Vendor Affirmation Affidavit
Collusion Affidavit
Debarment Disclosure
Criminal Record
Public Entity Crimes

ARTICLE 1 ABBREVIATIONS AND DEFINITIONS

For the purposes of this Contract and the various covenants, conditions, terms and provisions which follow, the ABBREVIATIONS and DEFINITIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

Whenever the following terms or pronouns in place of them appear in these Contract Documents the intent and meaning shall be interpreted as follows:

1.1) ABBREVIATIONS:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Official
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association
AGMA	American Gear Manufacturer's Association
AHGDA	American Hot Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Insurance Association (Successor to NBFU)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute (Successor to USASI and ASA)
APA	American Plywood Association
API	American Petroleum Institute
APHA	American Public Health Association
APWA	American Public Works Association
ARI	Air-Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASSE	American Society of Sanitary Engineers
ASPE	American Society of Plumbing Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWPI	American Wood Preservers Institute
AWPB	American Wood Preservers' Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturer's Association
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CMA	Concrete Masonry Association

23

CM/IT	Construction Management / Inspection Team
CPSC	Consumer Products Safety Council
CRSI	Concrete Reinforcing Steel Institute
DERM	Miami-Dade County Department of Environmental Resources Management
DIPRA	Ductile Iron Pipe Research Association
DPW	Miami-Dade County Department of Public Works
EEI	Edison Electric Institute
EIA	Electronic Industries Association
EPA	United States Environmental Protection Agency
ETL	Electrical Test Laboratories
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FICA	Fisher Island Community Association
FPR	Federal Procurement Regulations
FS	Federal Specifications
GSA	Miami-Dade County General Services Administration
IEEE	Institute of Electrical and Electronics Engineers (Successor to AIEE)
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Standards Organization
JIC	Joint Industrial Council
MBMA	Metal Building Manufacturer's Association
MDC	Miami-Dade County
MDFD	Miami-Dade Fire Department
MDWASD	Miami-Dade Water and Sewer Department
MIL	Military Specifications
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBC	National Building Code
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety & Health Administration/Occupational Safety & Health Act
OCI	Miami-Dade County Office of Capital Improvements
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
PSC	Public Service Commission
SBD	Miami-Dade County Small Business Development Department (formerly DBD)
SFBC	South Florida Building Code
SFWMD	South Florida Water Management District
SMACCNA	Sheet Metal and Air Conditioning Design-Builders National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TIMA	Thermal Insulation Manufacturer's Association
UL	Underwriters' Laboratories, Inc.
USACE	United States Army Corps of Engineers

1.2) DEFINITIONS

ADDENDA: Written errata, interpretations and revisions to the Bid Documents issued by COUNTY prior to award of the project.

ADDITIONAL SERVICES: Those services, in addition to the Scope of Services in this Agreement, which the DESIGN-BUILDER shall perform at COUNTY'S option and when authorized by task order authorization(s) in accordance with the terms of this Contract.

AS-BUILT DRAWINGS: Drawings produced by the DESIGN-BUILDER and provided to the DIRECTOR or the Director's designee as a final record of how the Work was actually constructed. These As-built Drawings are created from the DESIGN-BUILDER'S "issued for construction" plans and specifications including all revisions, shop drawings, requests for information and submittals, addendum and Change Order drawings, and the DESIGN-BUILDER as-built date record of the construction plans and specifications. Such as-built drawings are converted into the Record Documents by the DESIGN-BUILDER, stamped by a Florida Professional Engineer, and submitted to the COUNTY in accordance with the Design-Build Criteria Package Specifications.

ALIGNMENT: The horizontal and vertical location of a tunnel, street, pipeline or some other Work or related component as described by curves, tangents and elevations.

APPLICABLE LAW: Any applicable law (including, without limitation, any Environmental Law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, and Florida Building Code requirements and regulations, and all applicable impact fee requirements. All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and Charter referenced in this Contract are posted on the website www.miamidade.gov.

APPLICATION FOR PAYMENT: The DESIGN-BUILDER invoice and associated documentation required for submittal to the MDWASD to request payments due under the Contract in a format acceptable to MDWASD.

AWARD: The issuance of a Contract by Miami-Dade County.

BASIC SERVICES: Those design-build services defined in Article 12 "SCOPE OF SERVICES".

BID BOND: The cashier's check, certified check or Bid Bond, accompanying the Bid submitted by the DESIGN-BUILDER, as a guarantee or security that the DESIGN-BUILDER will enter into a contract with the COUNTY for the performance of the Work and furnish acceptable bonds and insurance if the Contract is awarded to the DESIGN-BUILDER.

25

BOARD OF COUNTY COMMISSIONERS: The duly elected officials authorized to act on behalf of the COUNTY.

CERTIFICATE OF FINAL COMPLETION: A written notice issued by the COUNTY and concurred by the DESIGN-BUILDER that all conditions of the permits and regulatory agencies have been met, all design, construction, reconstruction or rehabilitation including corrective Work has been performed and all requirements of the Contract Documents have been completed, and the COUNTY has received from DESIGN-BUILDER a release of all liens, release of surety, release of claims by DESIGN-BUILDER, corrected as-built drawings, record drawings, and all other documents required by this Contract.

CHANGE NOTICE: A document issued by the COUNTY to the DESIGN-BUILDER specifying a proposed change to the Contract Documents.

CHANGE ORDER: A written document ordering a change in the contract price or time or a material change in the Work, as determined by the COUNTY.

CONSENT DECREE (CD): An Agreement between Miami-Dade County, the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection, which requires the COUNTY to undertake a series of projects, operating and maintenance tasks, and monitoring activities in its wastewater system, to reduce and prevent sanitary sewer overflows.

CONSTRUCTION STAGING AREA: Property which may be available for use by the DESIGN-BUILDER during the construction period for the purpose of storing products and construction equipment and for the purpose of staging the Work. The construction staging area(s), if applicable, are defined in the Contract Documents.

CONSTRUCTION MANAGEMENT/INSPECTION TEAM (DIRECTOR'S DESIGNEE): Is the team engaged by the COUNTY'S REPRESENTATIVE, led by the firm providing the construction management services, to administer the Design-Build Contract and manage and inspect the Work performed for execution of the Project with the authority granted to it by the COUNTY'S REPRESENTATIVE.

CONSTRUCTION MANAGEMENT SERVICES: The Construction Management Consultant is responsible for contract administration, construction management and field inspection services that will include but are not limited to; construction administration activities during the design, permitting and construction phases of the Design-Build Contract, daily on-site inspections, maintaining daily progress log(s), coordinate weekly status meetings, review and approve schedules, schedule of values, and other documents as necessary, process and authorize progress payments including allowance accounts and change orders, review and accept as-built drawings, utilize MDWASD's project control system to track all documents and activities, interface with the Design-Build Criteria Professional and the Design-Build Contractor as needed; respond to requests for information.

CONTINGENCY ALLOWANCE ACCOUNT(S): An account that establishes a specific amount of time and/or money to be used to perform unknown or unanticipated work, as directed by the DIRECTOR or the Director's designee, which is necessary to satisfactorily complete the Project. Any time or money

26

within the Contingency Allowance Account not directly authorized for use by the DIRECTOR or the Director's designee remains with the COUNTY.

CONTRACT: This document, inclusive of all Exhibits, the Contract Documents, the Contract Drawings, the Design Criteria Package and its attachments and references, addenda, and modifications. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

CONTRACT COMPLETION DATE(S): The effective date of Notice-To-Proceed (NTP) plus the Contract duration to specific milestone events or the specific Contract completion dates, as defined in Article 5 "THE PROJECT", as may be amended by change order.

CONTRACT DOCUMENTS: Documents applicable to and specific to the design and construction of an individual Project consisting of the Request for Design-Build Services (RDBS), including the Design Criteria Package with any and all exhibits and attachments, DESIGN-BUILDER proposal submitted in response to such RDBS documents, the executed Design-Build Contract and the specifications and drawings which are to be developed, signed and sealed by the DESIGN-BUILDER, with any addenda, and modifications thereto so long as such specifications and drawings are determined by the MDWASD, or its designated representatives, to be in compliance with the Contract Documents.

CONTRACT DRAWINGS: The plans, profiles, cross-sections, elevations, schedules, and details which show locations, character, dimensions, and details of the Work to be developed, signed and sealed by the DESIGN-BUILDER subsequent to NTP.

CONTRACT PRICE: The amount specified in Article 10 "BASIS OF COMPENSATION", pursuant to the terms and conditions of this Contract.

COUNTY (MIAMI-DADE COUNTY OR OWNER): A political subdivision of the State of Florida. In all respects hereunder, COUNTY'S performance is pursuant to COUNTY'S position as the Owner of this Project. In the event the COUNTY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to COUNTY'S authority as a governmental body and shall not be attributable in any manner to COUNTY as a party to this Contract.

COUNTY'S REPRESENTATIVE: The DIRECTOR or the Director's designee, individual(s) or firms(s), to act on his behalf in the administration of the Contract within the limits of their respective authorization, including the Design Criteria Professional and the Construction Management Consultant, Inspectors and Project Manager.

DAYS: Unless otherwise designated, days mean calendar days.

DESIGN-BUILDER (DB or DESIGN-BUILD CONTRACTOR or CONTRACTOR): The person, firm, or corporation selected to perform the Work pursuant to this Contract. The DESIGN-BUILDER will be liable for the acceptable performance of, and payment of all legal debts pertaining to the Project. All references in the Contract Documents to third parties under contract or control of DESIGN-BUILDER shall be deemed to be a reference to DESIGN-BUILDER. The DESIGN-BUILDER will be responsible for the professional services, design, supply, construction/installation, and performance of all

equipment, materials, and systems, and shall not be relieved of the responsibility for the performance of the Project as defined in the Design Criteria Package.

DESIGN CRITERIA PACKAGE: The document provided as part of the Request for Design-Build Services (RDBS), Step Two, Request for Proposal consisting of narrative description, quality standards and references, and other technical data, and performance-oriented drawings and/or specifications of the construction which stipulates the project scope of Work and technical requirements for which all DESIGN-BUILDERS are to base their proposals. The Design Criteria Package may be as brief as referencing the applicable standards for utility design to specifying performance-based criteria for a public construction project, including, but not limited to, the legal description of the Work Site, survey information concerning the Work Site, space and distance requirements, material quality standards, schematic layouts and conceptual design criteria of the Project, cost or budget estimates, design and construction schedules, Work Site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the specific project.

DESIGN CRITERIA PROFESSIONAL (DESIGN CRITERIA CONSULTANT): A person or firm, employed by the COUNTY to provide professional architectural or engineering services in connection with the preparation of the Design Criteria Package and other project related Work. The Design Criteria Professional for this Project is the firm of AECOM Technical Services, Inc., currently located at 800 Douglas Entrance, North Tower, Suite 200, Coral Gables, FL 33134, serving on behalf of Miami-Dade Water and Sewer Department (MDWASD). The Design-Criteria Professional acts as the COUNTY'S representative.

DIRECT COST: The DESIGN-BUILDER'S cost of labor, material, equipment and subcontracts required to perform an element of Work excluding mark-ups for profit, overhead, bond, insurance, small tools, incidentals, impact costs, indirect costs and DESIGN-BUILDER'S mark-ups on subcontractor Work (See also Indirect Costs).

DIRECTOR (COUNTY'S REPRESENTATIVE): The DIRECTOR of the Miami-Dade Water and Sewer Department (MDWASD) who administers the Contract on behalf of the COUNTY.

DIRECTOR'S DESIGNEE: The individual or firm designated to represent the DIRECTOR during the execution of the design and construction of the Project, and is authorized to administer the Project on a day-to-day basis.

EFFECTIVE DATE: The date that the Design-Build Contract is duly executed by all parties and is legally binding and enforceable.

EXTRA WORK: Work not provided for in the Contract as awarded but found to be essential to the satisfactory completion of the Contract, within its intended scope. Reimbursement for Extra Work is governed by Article 10, "BASIS OF COMPENSATION".

FIELD ORDER: A written order issued by the COUNTY or designee which orders minor changes in the Project but which does not involve a change in the total contract amount or contract completion date.

FINAL COMPLETION: The formal written communication from the DIRECTOR or the Director's designee to the DESIGN-BUILDER that all of the Work and related

requirements, including all physical work and final submittal of record drawings and specifications and all other documentation and services, including any remaining Work items identified at Substantial Completion or thereafter, are completed in accordance with the Contract Documents and accepted by the COUNTY. The status of completion of the Work, or a portion thereof, of a particular project or, by Contract Document formally and separately designated portion, thereof, such that, in accordance with the provisions of the Contract Documents and their reasonably assumed intent, the Project or portion thereof, is in a state such that no further Work or Services are required in accordance with the Contract Documents to render complete, and satisfactory work acceptable to MDWASD including any pending items whether or not they were listed after Substantial Completion, and all manuals, certifications, as-built plans and record documents, and any other documentation provided as required by MDWASD or other governing authority. Final Completion excludes the DESIGN-BUILDER responsibilities with respect to warranties and guarantees, including any statutory requirements, specified in, or related to the Contract.

FURNISHING: Manufacturing, fabricating and delivering to the Site of the Work materials, plant, power, tools, patterns, supplies, appliances, vehicles, and conveyances necessary or required for the completion of Work.

INDIRECT COSTS: Costs, other than direct costs, required to perform an element of work. Indirect costs may include profit, overhead, bond, insurance, impact costs (including impact to unchanged work), small tools, incidentals, and DESIGN-BUILDER'S mark-up on subcontractor work paid in accordance with Contract Documents.

INSTALLATION or INSTALLING: Completely assembling, erecting, and connecting material, parts, components, supplies, and related equipment specified or required for the completion of the Work.

INSPECTOR: An authorized representative of the COUNTY assigned to make necessary inspections of materials and equipment furnished by the DESIGN-BUILDER, and of the work performed by the DESIGN-BUILDER.

INSURANCE SPECIFICATIONS: Insurance requirements of the Contract to be provided by the DESIGN-BUILDER and included in the Contract.

LIMIT OF WORK: Boundary within which the Work is to be performed.

MATERIAL: Materials incorporated in this Project or used or consumed in the performance of the Work.

MIAMI-DADE WATER AND SEWER DEPARTMENT (MDWASD): A Department of Miami-Dade County that maintains and operates the COUNTY'S water and sewer systems.

MILESTONE EVENT DATE(S) (Milestone Date(s)): A contractually mandated completion event date including Contract completion dates, as defined in the Contract, and represented in the Project Schedule. Milestone Dates may include interim dates within the duration of the Project or completion dates when Work, or portions of the Work, are required to be finished.

MOBILIZATION & ENGINEERING SCHEDULE: An initial schedule prepared by the DESIGN-BUILDER in Critical Path Method (CPM) format provided to the COUNTY to

indicate the specific DESIGN-BUILDER activities for the main mobilization and engineering period immediately after NTP, including DESIGN-BUILDER submittals to the COUNTY for compliance review with the Contract Documents. This Schedule does not need to have the detail required for construction and other activities to be conducted beyond the first one hundred twenty (120) days after NTP. Its purpose is to achieve an early common schedule basis for working coordination while the engineering, design and mobilization activities are progressing to enable development of the Baseline Project Schedule for the entire Project.

NOTICE TO OCCUPY SITE: Written notice from the DIRECTOR or the Director's designee to the DESIGN-BUILDER that allows the DESIGN-BUILDER to occupy the Project Site. Said authorization from the DIRECTOR or the Director's designee may be included in the Notice to Proceed.

NOTICE TO PROCEED (NTP): Written notice from the DIRECTOR or the Director's designee to the DESIGN-BUILDER specifying the date on which the DESIGN-BUILDER is to proceed with the Work and on which the Contract period begins.

NOTICE OF TERMINATION: Written notice from DIRECTOR to the DESIGN-BUILDER to stop work under the Contract on the date and to the extent specified in the Notice of Termination.

PERMANENT SUBSURFACE EASEMENT: Underground space required to construct and maintain permanent subsurface facilities.

PERMANENT UTILITY EASEMENT: Area required to construct and maintain utility facilities.

PLANS (DRAWINGS AND SPECIFICATIONS): The preliminary and final plans and drawings and renderings of the Project and the preliminary outline and final specifications for the design-build services for the Project, which will be prepared by DESIGN-BUILDER, and will be made a part of the Contract Documents upon acceptance by the COUNTY.

PRICE PROPOSAL: The form of which the DESIGN-BUILDER provides his/her prices for the Work in the proposal provided in response to the RDBS.

PROJECT: The Scope of the Work and Services as defined in the Contract Documents including, but not limited to, the Design Criteria Package, this Contract with all amendments and the General and Special Conditions, and General Requirement.

PROJECT INITIATION DATE: The date provided in the Notice to Proceed (NTP) upon which the Contract's time for performance begins.

PROJECT SCHEDULE (BASELINE PROJECT SCHEDULE): The baseline Project schedule covering the entire scope and duration of the Project prepared in the critical path method (CPM) and cost-loaded based on an agreed Schedule of Values that is developed and submitted by the DESIGN-BUILDER to the DIRECTOR or the Director's designee for compliance review with the Contract Document. The Project Schedule indicates the durations and sequence of key activities of engineering, design, permitting construction, testing and commissioning, and indicates Milestone event dates as required by the Contract, including the Substantial and Final Completion dates.

PROPOSAL DOCUMENTS: Documents applicable to and specific to the DESIGN-BUILDER'S Proposal for this Contract, consisting of qualifications data and information, technical narrative descriptions, design and construction data, plans and calculations, commercial data including pricing, insurance and bonding, and forms provided in the Proposal, and other related documents specified in the Contract, and errata and addenda thereto.

REQUEST FOR DESIGN-BUILD SERVICES (RDBS): Request for Design-Build Services issued by the COUNTY to solicit proposals from firms to perform the Design-Build project.

REQUEST FOR CHANGE: A written request by the DESIGN-BUILDER to the DIRECTOR or the Director's designee requesting issuance of a Change Order for adjustment in period of performance and/or Contract Price.

RIGHT OF WAY: A term denoting land and property, and interests therein, acquired by the COUNTY.

SAMPLES: Physical examples, provided by the DESIGN-BUILDER for review of compliance with the Contract Documents by the COUNTY, which illustrate materials, equipment, fixtures and workmanship which establish standards by which the Work will be judged.

SCHEDULE OF VALUES: A detailed breakdown of the Contract Price and associated elements of the Work submitted by the DESIGN-BUILDER promptly after award of the Project, and agreed between the DESIGN-BUILDER and the COUNTY to serve as a basis for measuring progress of the Work and for making monthly progress payments to the DESIGN-BUILDER.

SCOPE OF SERVICES: The services to be provided by the DESIGN-BUILDER that includes, but are not limited to, engineering, design, procurement and construction services necessary to prepare the construction plans and specifications, as well as providing installation/construction, testing and commissioning of the Project, as described in Article 12 "SCOPE OF SERVICES" of this Contract.

SCOPE OF WORK (WORK): The scope of the engineering, design, permitting, construction/installation, testing and commissioning and providing the necessary labor, materials, equipment, supervision and other services to fulfill all the contractual requirements as indicated in the Contract Documents, including addenda, modifications, or extensions thereto made by authorized changes. Includes, but is not limited to, the physical components and facilities of the Project, as well as activities related to designing, building and achieving performance of such components and facilities, all as delineated in the Design Criteria Package.

SHOP DRAWINGS: Documents furnished by the DESIGN-BUILDER to illustrate specific portions of the design, fabrication or installation. Shop Drawings include drawings, diagrams, illustrations, schedules, tables, charts, brochures and other data describing fabrication and installation of specific portions of the Work.

STATE: The State of Florida.

SUBCONSULTANT: A subconsultant is a person or organization which is properly registered as a professional Architect, Interior Designer, Engineer, Landscape Architect,

or other qualified professional in other fields not requiring professional registration, who has signed Contract with the DESIGN-BUILDER to furnish professional services for the Project Scope of Work. A subconsultant does not furnish trade labor for construction.

SUBCONTRACTOR: A subcontractor is a person or organization which is properly registered as a General or Trade contractor within the State for the particular trade or craft for which he/she will be performing work, who has signed a Contract with the DESIGN-BUILDER to furnish construction/installation-related services within the Project Scope of Work.

SUBSTANTIAL COMPLETION: The status of completion of the Work of a particular project, or portion thereof or, by Contract Document formally and separately designated portion thereof, such that the Project, or portion thereof, is complete in accordance with the provisions of the Contract Documents and their reasonably assumed intent with regard to all aspects of occupancy, ingress, egress, habitability, functionality, and efficiency thereof, safety, durability and interaction with other existing or contemplated systems to perform in a manner intended by this Contract. Any work remaining after Substantial Completion shall be of a minor nature such that, should MDWASD elect to occupy and put into full service the facility and/or system constructed under the Project, or portion thereof, said work may be accomplished without interference to an extent causing loss of efficiency to any of the above required aspects. The date of Substantial Completion is the date approved by MDWASD when the Project is sufficiently complete to satisfactorily fulfill all of the above requirements.

SURETY: The surety company or individual which is bound by Contract Bond with and for the DESIGN-BUILDER who is primarily liable and which surety company or individual is responsible for DESIGN-BUILDER'S acceptable performance of the work under this Contract and for the payment of all debts pertaining thereto with Section 255.05, Florida Statutes, as may be amended from time to time.

TECHNICAL PROVISIONS: Those provisions which specify the design requirements, materials, execution of construction, performance requirements, and method of measurement and payment for work entering into the Project.

TEMPORARY CONSTRUCTION EASEMENT LINE: A boundary which describes the area available for construction operations.

TERM OF THE CONTRACT: Means the calendar days specified from Notice to Proceed to the Final Completion Date, as well as the periods specified for any warranties and/or guarantees.

TOTAL CONTRACT AMOUNT: The sum of the DESIGN-BUILD CONTRACT PRICE together with the COUNTY'S Contingency Account and Dedicated Allowance Account which constitutes all sums under the CONTRACT.

VALUE ENGINEERING (VE): The systematic application of recognized techniques for optimizing both cost and performance and/or providing innovative techniques in a new or existing facility or system, or for eliminating or replacing items to reduce cost without significantly reducing the required functions and/or performance of the facility or system.

VALUE ENGINEERING PROPOSAL (VEP): Means a proposal submitted, at the sole option of DESIGN-BUILDER, pursuant to Section 13.16 below.

WORK: Means all work, services, activities and other obligations to be performed by DESIGN-BUILDER under the Contract Documents, including without limitation, design, engineering, permitting, procurement of equipment and/or materials, project management, supervision, construction, training, testing, startup and commissioning, and all other services and deliverables required by Contractor to achieve Substantial Completion and Final Completion of the Project in accordance with the Contract Documents.

WORK SITE (WORKSITE OR SITE): The area enclosed by the Site boundaries or limits of Work indicated in the Contract Documents and boundaries of local streets, waterways, public lands, temporary and permanent easements and other such physical locations in which the DESIGN-BUILDER is to perform the Work under the Contract. It shall also include areas obtained by the DESIGN-BUILDER for use in connection with the Contract, when contiguous to the limit or Work.

WORKING DRAWINGS: Drawings, calculations and catalog data, other than Contract Drawings furnished by the DESIGN-BUILDER and Shop Drawings prepared by the DESIGN-BUILDER, necessary or required for the DESIGN-BUILDER'S prosecution of the Work. The COUNTY and its Design Criteria Professional will not review Working Drawings and will not be responsible for their content or accuracy. They are the sole responsibility of the DESIGN-BUILDER.

ARTICLE 2 INTERPRETATION

- 2.1) Documents comprising of the Contract Documents are complementary and indicate the scope and requirements for the design, permitting, construction/installation, testing, commissioning and completion of the Work and Services. Anything mentioned in one document, including the Request for Design-Build Services (RDBS) and Design Criteria Package, and not mentioned in the Contract shall be of like effect as if shown or mentioned in both.
- 2.2) Where "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the Contract Documents, including the RDBS and Design Criteria Package unless stated otherwise.
- 2.3) References to Articles or Sections include sub-articles or sub-sections under the Article referenced (for example, a reference to Article 8 is also a reference to 8.1 through 8.4) and references to paragraphs similarly include references to sub-article.
- 2.4) Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of receipt of Proposals except where a particular issue is indicated. In case of conflict between municipal, utility, industry, and railroad standards, the stricter standard shall govern. In case of conflict between the referenced standard and other requirements of the Contract Documents, the stricter requirements shall govern.
- 2.5) In order to ensure that the Contract is administered in conformity to the laws and regulations governing the same, questions concerning or arising out of or in connection with the performance of the Contract or the warranty of the Work, as they may involve the construction and interpretation of this Contract and performance thereunder, will be governed by and decided according to the laws and regulations of Miami-Dade County,

the State of Florida, and the United States of America. Any litigation which may arise out of this Contract shall be commenced in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida.

- 2.6) When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of the date of receipt of Proposals except where a particular issue is indicated.
- 2.8) Effect of Headings: The headings and titles to provisions in the Contract Documents are descriptive only, and shall be deemed not to modify or affect the rights and duties of parties to this Contract.

ARTICLE 3 INTENTION OF THE COUNTY

- 3.1) It is the intent of the Contract Documents to result in the design and construction of a fully complete, fully functional Project, ready in all aspects to be put to its intended use, that is designed and constructed by the DESIGN-BUILDER in accordance with the COUNTY reviewed and fully-permitted Contract Documents prepared by DESIGN-BUILDER and accepted by the COUNTY. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result will be supplied whether or not specifically called for.

ARTICLE 4 RESPONSIBILITIES OF THE DESIGN-BUILDER

- 4.1) The DESIGN-BUILDER shall perform the design and construction of the Project as defined in the Request for Design-Build Services (RDBS) including the Design Criteria Package and in accordance with the approved alternate proposal. In summary, the Services include, but are not limited to, providing all resources and professional services to perform the design and construction of the Project such as planning, technical investigations, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing and commissioning, and Work-Site restoration, together with providing all labor, materials, equipment and construction equipment, together with all project management, cost and schedule management, field supervision, quality control and assurance, and safety and health activities to complete the Work in a timely, quality and efficient manner that meets the Contract requirements within the Project Schedule.
- 4.2) The DESIGN-BUILDER shall be responsible for obtaining all necessary licenses and permits not being provided by the COUNTY, and for complying with applicable Federal, State, County and Municipal laws and latest codes and regulations in connection with the prosecution of the Work.

The COUNTY shall establish a Dedicated Allowance Account to reimburse the actual agency permits fees cost to the DESIGN-BUILDER. The cost of such permits will exclude any DESIGN-BUILDER technical support, administrative and incidental cost which shall be included elsewhere by the DESIGN-BUILDER in the CONTRACT PRICE. The DESIGN-BUILDER shall protect, indemnify and hold harmless the Federal, State,

County and municipal governments and their members, officers, agents and employees against claims and liabilities arising from or based on the violation of requirements of law or permits whether by the DESIGN-BUILDER, its employees, agents or subconsultants and subcontractors. No extensions of time will be granted to DESIGN-BUILDER for delays in obtaining the permits that are the responsibility of DESIGN-BUILDER. DESIGN-BUILDER shall not be responsible for delays in obtaining permits that are the responsibility of the COUNTY unless DESIGN-BUILDER has contributed to such delays through any action or inaction of DESIGN-BUILDER.

- 4.3) It is the DESIGN-BUILDER'S responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and for all persons working on the Project for whom a Certificate of Competency is required. Occupational licenses from Miami-Dade County firms will be required to be submitted within fifteen (15) days of notification of intent to award. Local Business Tax Receipts Occupational licenses will be required pursuant to Florida Law.
- 4.4) The DESIGN-BUILDER shall be fully responsible for the actions of all persons working in conjunction with the design and construction of the Project.
- 4.5) The DESIGN-BUILDER is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under the Contract (including the Work performed by DESIGN-BUILDER'S subconsultants), within the specified time period and for the specified Contract Price. The DESIGN-BUILDER shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the Work in the State of Florida. The DESIGN-BUILDER is responsible for, and represents that the Work conforms to the COUNTY'S requirements as set forth in the Contract Documents.

The DESIGN-BUILDER shall be and remain liable to the COUNTY for all damages caused by the DESIGN-BUILDER'S negligent acts or errors or omissions in the performance of the Work as specified in Article 13.2 "ERRORS AND OMISSIONS" of this Contract. In addition to all other rights and remedies, which the COUNTY may have, the DESIGN-BUILDER shall, at its sole expense, re-perform the services to correct any deficiencies, which result from the DESIGN-BUILDER'S failure to perform in accordance with the above standards. The DESIGN-BUILDER shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming design and construction services resulting from the DESIGN-BUILDER'S deficiencies for a period from the commencement of this Contract until twelve (12) months following the Substantial Completion Date of the Work and for the period of liability required by applicable law. The COUNTY shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections.

Neither the COUNTY'S inspection, review, approval or acceptance of, nor payment for, any of the Work required under the Contract shall be construed to relieve the DESIGN-BUILDER or any subconsultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the COUNTY'S rights under the Contract or of any cause of action arising out of the performance of the Contract. The DESIGN-BUILDER and its subconsultants or subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to COUNTY caused by any failure of the DESIGN-BUILDER or its subconsultants or subcontractors to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER or its

subconsultants' or subcontractors; misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of Work by subconsultants or subcontractors, the DESIGN-BUILDER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of subconsultant's Work. The DESIGN-BUILDER shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following the Substantial Completion date and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from Final Completion.

- 4.6) The DESIGN-BUILDER agrees to bind specifically every subcontractor and subconsultant to the applicable terms and conditions of this Contract for the benefit of the COUNTY. The DESIGN-BUILDER agrees to incorporate all terms of this Contract as applicable to subcontractors and subconsultants into any and all subcontracts.
- 4.7) The DESIGN-BUILDER shall provide and pay for all architecture, engineering, landscape architecture, geotechnical, concrete and material testing (as directed by applicable regulatory agencies), land surveying services, materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.
- 4.8) The DESIGN-BUILDER shall at all times enforce strict discipline and good order among its employees, subconsultants, and subcontractors at the Work-Site and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him or her.
- 4.9) The DESIGN-BUILDER shall maintain, at its sole cost, suitable and sufficient guards, barriers and, at night, suitable and sufficient lighting for the prevention of accidents and thefts.
- 4.10) The DESIGN-BUILDER shall keep itself fully informed of, and shall take into account and comply with all applicable laws, all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Project, or the materials used or employed in the Project, or in any way affecting the conduct of the Project, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Contract, all of which provisions are hereby incorporated by reference and made a part hereof. If any requirement or term of the Contract for this Project is in violation of any such law, ordinance, regulation, order or decree, the DESIGN-BUILDER shall forthwith report the same to COUNTY'S REPRESENTATIVE in writing. The DESIGN-BUILDER shall cause all its agents, employees, subconsultants and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees.
- 4.11) In the event of a change after the effective date of this Contract in any national and state laws and municipal codes, ordinances and regulations which in any manner affects the Project, the DESIGN-BUILDER shall advise the COUNTY in writing, and the COUNTY may initiate a change order to bring the Project into compliance with all laws, ordinances, codes and regulations as amended or enacted.

- 4.12) The DESIGN-BUILDER shall pay all applicable sales, consumer, use and other taxes required by law. The DESIGN-BUILDER is responsible for reviewing the pertinent federal, state and local statutes involving taxes and complying with all requirements.
- 4.13) The DESIGN-BUILDER, before commencing performance of the Work at the Site, shall verify all governing dimensions at the Site, and shall examine all adjoining areas, facilities, utilities, and other related conditions upon which the Work is in any way dependent for its quality and functional performance according to the intent of the Contract Documents, specifically the Design Criteria Package, and no disclaimer of responsibility for defective or non-conforming adjoining Work will be considered unless notice of same has been filed by the DESIGN-BUILDER, and agreed in writing by COUNTY before the DESIGN-BUILDER begins any part of the Work.
- 4.14) The DESIGN-BUILDER shall satisfy itself by personal investigation and by such other means as the DESIGN-BUILDER may think necessary or desirable, as to the conditions affecting the proposed Work and the cost thereof. No information derived from maps, drawings, specifications or soil condition test included in the Design Criteria Package shall relieve the DESIGN-BUILDER from any risk or from fulfilling all terms of the Contract. The DESIGN-BUILDER shall be responsible for any additional soil tests and/or geotechnical investigations required to support the design and construction approach in executing the Project. In the pricing of the design and construction, the DESIGN-BUILDER shall consider the cost for removal, disposal, replacement and compaction of material, if necessary.
- 4.15) The locations of existing utilities and structures within the Project area as shown on the Contract Drawings or the Design Criteria Package are taken from existing records and from available information; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the DESIGN-BUILDER only, and no responsibility is assumed by the COUNTY, MDWASD or other COUNTY departments or Agencies furnishing information for their accuracy or completeness. The DESIGN-BUILDER shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Any and all costs including, but not limited to, costs of delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the DESIGN-BUILDER.
- 4.16) All services shall be performed by the DESIGN-BUILDER in compliance with the Contract Documents to the satisfaction of the COUNTY.

The DESIGN-BUILDER will be required to comply with the Consent Decree, but only to the extent that those portions of the Consent Decree apply directly to the WORK performed by the DESIGN-BUILDER under this Contract. A copy is available at <http://www.miamidade.gov/water/wastewater-improvement-projects.asp>.

ARTICLE 5 THE PROJECT

- 5.1) LOCATION: The Project is located on and between the Central District Wastewater Treatment Plant (CDWWTP) on Virginia Key and Fisher Island (FI), under Norris Cut Channel, in Miami Dade County, Sections – 9, 10 & 16, Township – 54S , and Range – 42E.

It is agreed that DESIGN-BUILDER will carry out the Project within the services encompassed in this Contract. All demolition, excavations and debris removal shall be performed in accordance with existing State of Florida and COUNTY environmental requirements and included in the DESIGN-BUILDER Contract Price.

The Project includes furnishing all engineering, design and permitting services as well as all construction labor, materials, equipment, services and incidentals necessary to design and build the Project in accordance with the Contract Documents including the Design Criteria Package and Work and services shall be in compliance with design and construction standards required by this Request for Design-Build Services (RDBS), the Florida Accessibility Code, the Florida Building Code, all environmental and fire codes, and any other applicable regulation or code of any agency (City, County, State or Federal) required in the process of providing the design, permitting, construction, testing and commissioning of the Project. It will be the responsibility of the DESIGN-BUILDER to secure all permits not provided by the COUNTY, and to provide signed and sealed design documents for construction and installation which comply with all regulatory requirements and the Contract Documents.

- 5.2) TERM OF THE CONTRACT: The DESIGN-BUILDER must engineer, design, permit, construct, test, and commission the Work to bring the Work to Substantial Completion within 740 days of the Notice to Proceed (NTP) (the "Substantial Completion Date") and into Final Completion within 824 days from the NTP (the "Final Completion Date").

It will be the responsibility of the DESIGN-BUILDER to secure all permits not provided by the COUNTY, and to provide signed and sealed architectural and engineering construction documents which comply with all regulatory requirements as well as meeting the needs of the COUNTY.

5.2.1) COUNTY Contingency Period: The COUNTY'S REPRESENTATIVE may authorize a contingency period of not more than 84 Calendar Days from the Notice to Proceed to increase in calendar days for the DESIGN-BUILDER to achieve Project Schedule Contract Dates when the COUNTY'S REPRESENTATIVE determines that additional days are justified and approves such an increase in accordance with provisions of the Contract:

5.2.1.1) Project Schedule Contract Completion Dates.

5.2.1.2) DESIGN-BUILDER shall complete the following activities by the Substantial Completion Date:

Engineer, design, permit, construct, install, test and place into service the new 60-inch sewer force main to replace the existing 54-inch sewer force main, including connections to the Fisher Island Pump Station (PS 170), as required in the Design Criteria Package

5.2.1.3) DESIGN-BUILDER shall complete the following activities by the Final Completion Date:

Decommission, purge, and cap the existing replaced portion of the 54-inch sewer force main for future rehabilitation, as required in the Design Criteria Package, and complete all remaining Work under the Contract, including all final restorations, COUNTY approval of as-built and record drawings and other record documentation, and all other remaining Work

items identified by the DIRECTOR or the Director's designee for Substantial Completion or thereafter prior to Final Completion.

5.2.1.4) Recognition of the DESIGN-BUILDER achieving such Contract Dates is at the sole discretion of MDWASD; however, MDWASD and the DESIGN-BUILDER will work and cooperate in good faith to meet such Contract Dates.

5.2.1.5) DESIGN-BUILDER has utilized a specific NTP date in its proposal schedule, which was evaluated as part of their response to the RDBS, Step 2, Evaluation of Technical and Price Proposals. For any NTP issued prior to or after this date, the Substantial Completion Date and Final Completion Date will maintain the number of days after NTP as indicated above in 5.2 to establish calendar dates for the Substantial Completion Contract Date and the Final Completion Contract Date.

The DESIGN-BUILDER 120 Day Mobilization and Engineering Schedule and the Initial Baseline Project Schedule as agreed by the Owner for monitoring DESIGN-BUILDER performance of the Project are attached as Exhibit "A" to this Contract

5.2.2) Liquidated Damages:

If DESIGN-BUILDER does not achieve Substantial Completion by the established Substantial Completion Date, Liquidated Damages (LDs) will be assessed in the amount of five thousand dollars (\$5,000) per calendar day which will be paid to the COUNTY by the DESIGN-BUILDER.

If DESIGN-BUILDER does not achieve Final Completion by the established Final Completion Date, LDs will be assessed in the amount of one thousand five hundred dollars (\$1,500) per calendar day which will be paid to the COUNTY by the DESIGN-BUILDER.

If both the Substantial Completion and Final Completion Dates are being exceeded concurrently, the LDs for such dates will be cumulative until the Substantial Completion Date is achieved, after which the liquidated damages alone as associated with the Final Completion Date will continue until the Final Completion is achieved.

LDs for not meeting the required Substantial Completion Date and/or the Final Completion Date will be charged to DESIGN-BUILDER for the number of days that such dates are not achieved. All assessments of LDs to the DESIGN-BUILDER may be adjustments to payments due the DESIGN-BUILDER.

These LD amounts are not penalties but LDs to the COUNTY. LDs are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of actual damages that will be sustained by the COUNTY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the DESIGN-BUILDER to complete the Contract on time.

Furthermore, it is agreed that LDs will not be due from the DESIGN-BUILDER due to delays agreed by the COUNTY as justified under the provisions of the Contract, to the

extent that DESIGN-BUILDER is granted an extension of Contract Time by the COUNTY'S REPRESENTATIVE.

The DESIGN-BUILDER may also be assessed additional amounts to the extent stipulated penalties are imposed against the COUNTY for failure to meet deadlines required under Paragraph 42(c) of the Consent Decree assessed against the Project, and further only to the extent that DESIGN-BUILDER is at fault for penalties.

- 5.3) PROJECT SCHEDULE: DESIGN-BUILDER will proceed in accordance with the approved Mobilization and Engineering Schedule comprising the activities to be performed in the first one hundred twenty (120) days of Work after Notice to Proceed as indicated in the Exhibit "A" to this Contract.

Subsequently, the Initial Baseline Project Schedule shall be expanded by the DESIGN-BUILDER to develop the Final Baseline Project Schedule covering all details of the entire Project, including all milestone event dates, and submitted to the COUNTY for compliance review not later than sixty (60) days after NTP to allow sufficient time to establish the approved Final Baseline Project Schedule prior to the one hundred twenty (120) day period covered by the Mobilization and Engineering Schedule.

The Final Baseline Project Schedule shall be a cost-loaded design and construction schedule of the Project and coordinated with the agreed Schedule of Values utilizing the Critical Path Method (CPM) with Primavera Scheduling software. It shall commence on the NTP, and include the start and completion dates of various activities and major Project components, the sequence of design and construction, and the contract completion dates for the overall Project. The Final Baseline Project Schedule shall be updated monthly based on actual progress achieved in accordance with the Contract Documents, and submitted to MDWASD as a requirement to support each pay application.

- 5.4) PUBLISHING OF INFORMATION: The DESIGN-BUILDER shall make no statements, press releases or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of this Contract, without first notifying the COUNTY and securing its consent in writing. The DESIGN-BUILDER also agrees that it shall not publish copyright or patent any of the data furnished in compliance with this Contract. Furthermore, it is understood that under Article 13.8 "OWNERSHIP AND REUSE OF DOCUMENTS", hereof such data or information is the property of the COUNTY.

- 5.5) WARRANTY: Except where longer periods of warranty are indicated for certain items, the DESIGN-BUILDER warrants Work under the Contract to be free from faulty materials and workmanship for a period of not less than one (1) year from date of Substantial Completion. This one-year (1) period shall be covered by the Surety Performance Bond as specified in this Contract. In the case of defects or failure in a part of the Work which the COUNTY takes possession of prior to Substantial Completion, such a period shall commence on the date the COUNTY takes possession. Upon receiving notification from the COUNTY or any public body, to whom the ownership of the Work has been transferred, DESIGN-BUILDER shall immediately remedy, repair, or replace, without cost to the COUNTY or other notifying party and to the entire satisfaction of the notifying party, defects, damages, or imperfections due to faulty design, materials or workmanship appearing in said Work within said period of not less than one (1) year. Remedial Work shall carry the same warranty as the original Work

40

starting with the date of acceptance of the replacement or repair. ALL MAINTENANCE DURING THE PERIOD OF WARRANTY OR, IF A REPAIR IS MADE, THE EXTENDED WARRANTY, SHALL BE PROVIDED BY THE DESIGN-BUILDER. Payment to the DESIGN-BUILDER will not relieve him of any obligation under this Contract. Any latent defects should be corrected within the period required by applicable law.

- 5.5.1) DESIGN-BUILDER, at no additional expense to the COUNTY, shall remedy damage to equipment, the Site, or the buildings or the contents thereof, or existing utilities or structures, which is the result of any failure or defect in the performance of the Work, and restore any Work damaged in fulfilling the requirements of the Contract. Should the DESIGN-BUILDER fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, the COUNTY will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the DESIGN-BUILDER'S pay request.
- 5.5.2) Subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the DESIGN-BUILDER for the benefit of the COUNTY provided that, if directed by the COUNTY, the DESIGN-BUILDER requires subcontractors, manufacturers and suppliers to execute such warranties and guaranties, in writing, directly to the COUNTY.
- 5.5.3) The rights and remedies of the COUNTY provided in this Article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.
- 5.5.4) Nothing in the above intends or implies that this warranty shall apply to Work that has been abused or neglected by the COUNTY or other public body, utility or entity to which ownership has been transferred.
- 5.5.5) MATERIAL: Unless otherwise indicated in this Contract, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the DESIGN-BUILDER may, at its option, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of Article 5.5.6 below.
- 5.5.6) The COUNTY shall be the sole judge of the quality, suitability and cost of proposed alternative equipment, material, article or process. The burden of proving the quality, suitability and cost of an alternative shall be upon the DESIGN-BUILDER. Information required by the COUNTY in judging an alternative shall be supplied by the DESIGN-BUILDER at the DESIGN-BUILDER'S expense.
 - 5.5.6.1) Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. All costs pertaining to redesign and changes in other parts of the Work, including remedial Work and

completed Work, shall be at the DESIGN-BUILDER'S expense and no additional time of performance will be allowed.

- 5.5.6.2) No action relating to the approval of alternative materials will be taken by the COUNTY until the request for substitution is made in writing by the DESIGN-BUILDER accompanied by complete data as to the quality, suitability and cost of the materials proposed. Such request shall be made at least thirty (30) days before the early start date of the activity. Any delays in receiving approval shall be the responsibility of the DESIGN-BUILDER.
- 5.5.6.3) Where classification, rating, or other certification by a body such as, but not limited to, UL, NSF, NEMA, or AREA is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body, or equivalent independent testing laboratory, indicating compliance with Contract requirements. The equivalence of a classification, rating or certification; or the equivalence of the independent testing laboratory or other testing certifying entity shall be solely decided by the MDWASD, and such decision shall be final. Testing required proving equality of the material proposed shall be at the DESIGN-BUILDER'S expense.
- 5.5.6.4) Approval of an alternative material will be only for the characteristics and use named in such approval, and shall not change or modify any Contract requirement, or establish approval for the material to be used on any other Project for MDWASD or the COUNTY.
- 5.5.6.5) SOURCE OF SUPPLY AND QUALITY OF MATERIALS: The DESIGN-BUILDER shall furnish all materials and products required to complete the Work except those designated and specifically named to be furnished by the COUNTY'S REPRESENTATIVE.
- 5.5.6.6) Only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work. The materials shall be manufactured, handled, and incorporated to ensure completed Work in accordance with the Contract and its intent.
- 5.5.6.7) Materials furnished by the DESIGN-BUILDER not conforming to the requirements of the Contract Documents will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work-Site unless otherwise permitted in writing by the COUNTY. All costs of such removal and replacement will be at the sole expense of the DESIGN-BUILDER, and no additional time of performance will be allowed. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approved in writing by the COUNTY. If the DESIGN-BUILDER fails to comply promptly with a request by the COUNTY, made under the provisions of this Article, the COUNTY may cause the removal and replacement of rejected material and the cost thereof will be deducted from any monies due or to become due to the DESIGN-BUILDER.

42

- 5.5.6.8) HANDLING OF MATERIALS: Materials shall be transported, handled and stored by the DESIGN-BUILDER in a manner which will ensure the preservation of their quality, appearance and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.
- 5.5.6.9) The COUNTY will have no responsibility to the DESIGN-BUILDER concerning local material sources other than the responsibility involved in the designations of suitability for intended use. The DESIGN-BUILDER shall make all necessary arrangements with the owners of material sources. The DESIGN-BUILDER shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as the COUNTY expressly agrees in writing to assume.
- 5.5.7) DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE: Unless otherwise specified in the Contract Documents, the DESIGN-BUILDER shall make its own arrangements for legally disposing of waste and excess materials outside the Work-Site, and shall pay all costs thereof.
- 5.5.7.1) Prior to disposing of material outside the Work-Site, the DESIGN-BUILDER shall obtain written permission from the COUNTY on whose property the disposal is to be made. The DESIGN-BUILDER shall file with the COUNTY said permission, or a certified copy thereof, together with a written release from the property owner absolving the COUNTY from any and all responsibility in connection with the disposal of material on said property.
- 5.5.7.2) DESIGN-BUILDER shall obtain and pay for all permits for such disposal from all governing authorities. The direct cost of such permits without overhead or other additional charges will be reimbursed by MDWASD out of the dedicated allowance established for that purpose. Permits obtained for the DESIGN-BUILDER'S convenience or unnecessary permits shall not be reimbursed. Should the question of the necessity or non-necessity of a permit arise, said question shall be decided by the COUNTY and that decision shall be final. The cost of compliance with any permit conditions shall rest solely with the DESIGN-BUILDER and will not be reimbursed.
- 5.5.7.3) Where a project or part of the project is located in the City of Miami, in accordance with the City of Miami Code, a special paving bond is required by the City of Miami Public Works Department. The DESIGN-BUILDER shall obtain and execute this bond between itself and the City of Miami. The cost of the bond will not be reimbursed from the dedicated allowance.
- 5.5.7.4) PROPERTY RIGHTS IN MATERIALS: The DESIGN-BUILDER shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by the COUNTY to the DESIGN-BUILDER for materials delivered to the Site of the Work, or stored subject to or under the control of the COUNTY, as provided in Article 10, BASIS OF COMPENSATION. However, the DESIGN-BUILDER shall be responsible for the security of the

material on-site until the material is incorporated into the Work and accepted by the COUNTY.

ARTICLE 6 SUBCONSULTANTS

- 6.1) In the event that the DESIGN-BUILDER plans, or its subconsultants plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and subconsultants shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of MDWASD, shall submit a copy of each such subcontract at all tiers to the MDWASD for examination and approval prior to the DESIGN-BUILDER or subcontractor execution of the subcontract. Generalized subcontracts or subcontracts without all details/provisions included will not be acceptable. Subcontracts shall be entered into only with those subconsultants so approved in writing by the MDWASD. The COUNTY reserves the right of approval or rejection of any subcontract at any tier contemplated by the DESIGN-BUILDER or its subconsultants at any tier for any portion of the Project, whichever is deemed to be in the COUNTY'S best interest.
- 6.2) LIST OF FIRMS: The DESIGN-BUILDER proposes to utilize the following Subconsultants for the Project:
- | | |
|------------|--|
| Firm Name: | Arup USA, Inc. |
| Firm Name: | Woolpert, Inc. |
| Firm Name: | Vertical V-Solutions, Inc. |
| Firm Name: | Marlin Engineering, Inc. |
| Firm Name: | Milian, Swain & Associates, Inc. |
| Firm Name: | Triangle Associates, Inc. |
| Firm Name: | Manuel G. Vera & Associates, Inc. |
| Firm Name: | David Mancini & Sons, Inc. |
| Firm Name: | Absolute Civil Engineering Solutions, LLC. |
| Firm Name: | Zurwelle Whittaker, Inc. |
- 6.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any subconsultant without the DIRECTOR'S prior written approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justifications for the proposed change.
- 6.4) CONTRACT MEASURES: The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "B" Letters of Agreement as presented in the DESIGN-BUILDER'S proposal for the Project: The total contract measure, including contingency, is two hundred ninety thousand four hundred dollars (\$290,400.00).

**22.00% Community Business Enterprise (CBE) Goal of the Engineering, Design
Permitting, Technical Support during Construction and related Professional
Services portions of the Project**

**ARTICLE 7
SUBCONTRACTORS**

7.1) In the event that the DESIGN-BUILDER plans, or its subcontractors plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and subcontractors shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of MDWASD, shall submit a copy of each such subcontract at all tiers to the MDWASD for examination and approval prior to the DESIGN-BUILDER or subcontractor execution of the subcontract. Generalized subcontracts or subcontracts without all details/provisions included will not be acceptable. Subcontracts shall be entered into only with those subcontractors so approved in writing by the MDWASD. The COUNTY reserves the right of approval or rejection of any subcontract at any tier contemplated by the DESIGN-BUILDER or its subcontractors at any tier for any portion of the Project, whichever it deems to be in the COUNTY'S best interest.

7.2) LIST OF FIRMS: The DESIGN-BUILDER proposes to utilize the following Subcontractors for the Project:

Firm Name: Munilla Construction Management, LLC.

Firm Name: Southeastern Engineering Contractors, Inc.

Firm Name: David Mancini & Sons, Inc.

7.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any Subcontractor without the DIRECTOR'S prior written approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justification for the proposed change.

7.4) CONTRACT MEASURES: The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "B" Schedules of Participation and letter of Intent as presented in the DESIGN-BUILDER'S proposal for the Project. The total Contract measure, including contingency is six million five hundred twenty-five thousand, nine hundred thirty-nine dollars (\$6,525,939.00).

**10.90% 2nd, 3rd and 4th Tier, Community Small Business Enterprise (CSBE) Goal of
the Construction, Testing and Commissioning portion of the Contract**

**ARTICLE 8
SUBCONTRACTS**

8.1) DESIGN-BUILDER PARTICIPATION: Except as otherwise provided, the DESIGN-BUILDER shall perform not less than twenty-five percent (25%) of the Work with its own organization. If, during the progress of the Work, the DESIGN-BUILDER requests a reduction in such participation percentage, and the MDWASD determines that such

request is not a disadvantage to MDWASD, the percentage of the Work required to be performed by the DESIGN-BUILDER may be reduced, provided written approval of such reduction is obtained by the DESIGN-BUILDER from the MDWASD. Under no circumstances shall less than ten percent (10%) of the Work be performed with the DESIGN-BUILDER's own forces.

- 8.2) SUBCONTRACT DOCUMENTS: The organization of the Contract Documents into divisions, sections and articles, and the arrangement of titles of Contract Drawings shall not control the DESIGN-BUILDER in dividing the Work among subcontractors nor in establishing the extent of Work to be performed by any trade.

ARTICLE 9 THE COUNTY'S RESPONSIBILITIES

- 9.1) INFORMATION FURNISHED: The COUNTY, at its expense, shall furnish the DESIGN-BUILDER with the following information:

9.1.1) Information as included or attached to the RDBS and any plans and any other data available in the COUNTY files specifically and expressly pertaining to the Work to be performed under this Contract. The DESIGN-BUILDER is responsible to request any and all plans and data not furnished which the DESIGN-BUILDER knows or should know, is necessary or appropriate for the rendition of the services described herein.

- 9.2) PROJECT MANAGEMENT:

9.2.1) The DIRECTOR shall designate the COUNTY'S REPRESENTATIVE to act as liaison and point of contact between the DESIGN-BUILDER and the MDWASD. The DESIGN-BUILDER shall have general responsibility for management of the Project through all phases of the Work included in this Contract. The DESIGN-BUILDER shall meet with the COUNTY'S REPRESENTATIVE at periodic intervals throughout the Project to assess progress of the DESIGN-BUILDER'S Work in accordance with the approved "Project Schedule" and to review Contract requirements and scope of the Project. The DESIGN-BUILDER'S design subconsultants shall visit the Site periodically during the design and construction phases to assess existing conditions and verify that completed Work is in accordance with the Contract Documents. The DESIGN-BUILDER shall communicate with the COUNTY'S REPRESENTATIVE in the most efficient manner and, as approved by MDWASD, using electronic means to the greatest extent possible.

- 9.3) CHANGED OR ADDITIONAL WORK:

9.3.1) In the case of any required additional Work or services required and directed by COUNTY, the COUNTY shall issue written authorizations to proceed to the DESIGN-BUILDER for the added Work or services to be performed. In case of emergency, the COUNTY reserves the right to issue oral authorizations to the DESIGN-BUILDER. The written confirmation shall follow in a reasonable time thereafter.

9.3.2) The COUNTY'S REPRESENTATIVE shall act on behalf of MDWASD in all matters pertaining to this Contract as authorized by MDWASD, and shall issue written authorizations to proceed to the DESIGN-BUILDER for any approved

changed or additional Work to be performed hereunder. These authorizations are referred to as Change Orders. In case of emergency, the COUNTY reserves the right to issue oral authorizations to the DESIGN-BUILDER with the understanding that written confirmation to proceed shall follow immediately thereafter. Change Orders that require approval by the Board of County Commissioners are not binding and effective until approved by the Board of County Commissioners.

- 9.3.3) In the case of a MDWASD request for proposal issued by the COUNTY'S REPRESENTATIVE for any changed or additional Work or Services to be performed by the DESIGN-BUILDER, the DESIGN-BUILDER shall submit a proposal within fourteen (14) days or, if extensive investigations or design is required, in a reasonable time period as agreed by the DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE, in a form acceptable to the COUNTY'S REPRESENTATIVE. No payment shall be made for the DESIGN-BUILDER'S services in connection with the preparation of any such proposal unless, in the case of a COUNTY directed change, there is a defined and mutually agreed amount for engineering and/or design and related professional services and the MDWASD does not proceed with the changed or additional Work.

The COUNTY'S REPRESENTATIVE shall confer with the DESIGN-BUILDER before any request for proposal is issued by the DIRECTOR or the Director's designee to discuss and agree upon the scope, time required for completion and compensation method for Work and/or services to be rendered pursuant to this Contract. No payment shall be made to the DESIGN-BUILDER unless an approved change order is issued by MDWASD, and the Work completed is included in a duly submitted invoice in accordance with this Contract.

ARTICLE 10 BASIS OF COMPENSATION

- 10.1) **CONTRACT PRICE:** The COUNTY agrees to pay the DESIGN-BUILDER, and the DESIGN-BUILDER agrees to accept for Design-Build Services rendered pursuant to this Contract, the fixed lump sum amount stipulated under this Article called the DESIGN-BUILD CONTRACT PRICE, as follows: A Schedule of Values is attached hereto as "Exhibit C".

10.1.1) **Agreed Design-Build Contract Price (Lump Sum)**

- 10.1.1.1) Under this compensation basis, the DESIGN-BUILDER agrees to perform the Work and provide the Design-Build Services described in this Contract for an agreed fixed lump sum dollar amount of compensation.

- 10.1.1.2) The aggregate fixed Lump Sum for all payments to the DESIGN-BUILDER for Design-Build Services authorized on this Project is as follows:

1. DESIGN-BUILD SERVICES

Replacement of Existing 54-Inch Force Main from the Central District Wastewater Treatment Plant to Fisher Island Under Norris Cut Channel

Engineering, Design and Permitting, Technical Support During Construction and other

Professional Services: \$ 1,200,000.00

Construction, Testing and Commissioning: \$57,020,000.00

DESIGN-BUILD CONTRACT PRICE (Lump Sum): \$58,220,000.00

10.2) CONTINGENCY ALLOWANCE ACCOUNT

10.2.1) This Project is under a Design-Build Contract for the design and construction of a facility on public property; therefore, a Contingency Allowance Account is permissible, per Ordinance No. 00-65. This Contingency Allowance Account, computed as 10% of the design-related portion is one hundred twenty thousand dollars (\$120,000.00) of the Contract value plus 5% of the construction-related portion is two million, eight hundred fifty-one thousand dollars (\$2,851,000.00) of the Contract value, will be used by MDWASD, at its sole option, for unforeseen conditions necessitating additional design and construction, resulting in additions to the Design-Build Contract Price. In this regard, the total of the Contingency Allowance Account is two million nine hundred seventy-one thousand, one hundred dollars (\$2,971,000.00).

10.3) DEDICATED ALLOWANCE ACCOUNT:

10.3.1) At the discretion of the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER may be authorized to perform services outside the basic services described in Article 12 below, under a Dedicated Allowance Account specifically established for said purpose. Compensation to the DESIGN-BUILDER for any of these services will be subject to the Design-Build contract terms and conditions and shall not exceed the individual amount authorized by the COUNTY'S REPRESENTATIVE through direct negotiation with the DESIGN-BUILDER prior to the performance of the Work. Amounts provided in the aforementioned allowance are as follows:

10.3.1.1)	Permit Fees:	\$ 1,710,600.00
10.3.1.2)	Unforeseen Geotechnical Conditions: (Soil Stabilization/Grouting/Dewatering Boring Equipment Retrieval, etc.)	\$ 6,500,000.00
10.3.1.3)	Unknown Pipeline Conditions: (54-inch force main)	\$ 1,500,000.00
10.3.1.4)	Environmental Controls & Monitoring (Frac-Out/Settlement/Contamination Testing/Remediation):	\$ 1,000,000.00
10.3.1.5)	Unforeseen Requirements for Noise/Dust Abatement and/or Anticipated in the Original Project Scope:	\$ 200,000.00

48

Total amount of Dedicated Allowance Account items above is ten million, nine hundred ten thousand six hundred dollars (\$10,910,600.00).

10.3.2) The DESIGN-BUILDER shall obtain prior authorization from the COUNTY'S REPRESENTATIVE for any and all expenses related to services provided under this account. Failure to obtain such prior authorization shall be grounds for non-payment of said expenses.

10.3.3) If, at any time, the DESIGN-BUILDER believes he is entitled to any part or parts of the Contingency Account or the Dedicated Allowance Account, DESIGN-BUILDER will request such payment with all supporting documentation and justification, including applicable Contract terms and conditions, and the COUNTY will evaluate the DESIGN-BUILDER'S submittal and advise the DESIGN-BUILDER of its findings. The COUNTY is under no obligation to assign any monies from either of these accounts to the DESIGN-BUILDER. If the DESIGN-BUILDER is not in agreement with the COUNTY findings, DESIGN-BUILDER may refer to the disputes provisions of the Contract.

10.3.4) The sum of the Contingency Account and the Dedicated Allowance Account is thirteen million eight hundred eighty-one thousand six hundred dollars (\$13,881,600.00) for all payments to the DESIGN-BUILDER for any Additional Services authorized by the COUNTY'S REPRESENTATIVE on this Project.

Therefore, the TOTAL CONTRACT AMOUNT for this Contract shall be limited to seventy-two million one hundred one thousand six hundred dollars (\$72,101,600.00). Any further amounts required for this Contract must be submitted to the County Commission to authorize a change order to the total Contract amount.

10.3.5) The parties agree that the above-mentioned amount of compensation is subject to the terms and conditions of the Design-Build Contract and may not be authorized under such terms and conditions, and that the DESIGN-BUILDER shall not be entitled to any compensation beyond those specified and authorized through the agreed applicable lump sum of the Design-Build Contract Price of the Contract, according to the items listed in Article 10.1.1.

10.4) MARKUP FOR CHANGE ORDERS TO THIS CONTRACT: In the case of any change orders to this CONTRACT, the DESIGN-BUILDER is authorized to receive markups for all overhead and profit as indicated below. Overhead includes both corporate (home office) and Site overhead including, but not limited to, construction offices, office equipment and utilities, management and supervision, and local transportation and expenses.

10.4.1) For Work and services directly performed by the DESIGN-BUILDER, the DESIGN-BUILDER may add up a ten percent (10%) mark-up.

10.4.2) For Work and services directly performed by a subconsultant or subcontractors, the subconsultant or subcontractor may add up to a ten percent (10%) mark-up and the DESIGN-BUILDER may provide a markup on all subcontractor and subconsultant costs of five percent (5%).

- 10.4.3) No markups by DESIGN-BUILDER are allowed for services performed by sub-subconsultants or sub-subcontractors.

ARTICLE 11 PARTIAL AND FINAL PAYMENT

- 11.1) PROGRESS PAYMENTS: Subsequent to Contract award, and prior to Contract execution, MDWASD and DESIGN-BUILDER will mutually establish a Schedule of Values that defines the Work items for the basis of progress payments, as indicated in the Design-Criteria Package. The DESIGN-BUILDER will be paid each month for the value of the Work completed less retainage and other authorized deductions, as agreed by the COUNTY'S REPRESENTATIVE during the preceding month and the invoiced cost including applicable sales taxes and shipping value, less retainage, of materials not already used, but which have been furnished by the DESIGN-BUILDER under the Contract Documents, provided that such materials have been delivered, properly stored and inspected by the COUNTY'S REPRESENTATIVE and that payment therefore has been satisfactorily certified by the DESIGN-BUILDER to the COUNTY'S REPRESENTATIVE.

The DESIGN-BUILDER may request, in writing, the value of labor, equipment and/or materials, supplied by subcontractors, vendors or manufacturers to the DESIGN-BUILDER, that the COUNTY pay this portion of the DESIGN-BUILDER'S monthly progress payment as a joint check, payable to the DESIGN-BUILDER and such subcontractors, suppliers, vendors or manufacturers. Such request must be made monthly, and shall accompany the DESIGN-BUILDER'S monthly pay application for labor, equipment and/or materials furnished. The DESIGN-BUILDER'S request shall indicate the breakdown of costs for design services and construction services and shall include the corresponding Monthly Utilization Reports. Direct payment by the COUNTY, by joint check to the DESIGN-BUILDER'S subcontractors or material and equipment vendors or suppliers or any other second party, must be agreeable to and so stated in writing by the DESIGN-BUILDER'S Surety.

For the purpose of processing progress payment applications, the DESIGN-BUILDER will be assigned a specific pay application period ending date by MDWASD which will apply to each calendar month throughout the course of the contract until the final application. The DESIGN-BUILDER will be notified of their contract's pay application period ending date at the Post Award meeting.

The Partial Affidavit and Release forms will be modified to state that all labor, material, equipment and supplies have been paid in full through the assigned pay application period ending date of the previous pay application period.

Before the DESIGN-BUILDER can receive any payment or draw hereunder, except the first partial payment, for monies due the DESIGN-BUILDER as a result of a percentage of the Work completed, DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with an affidavit of payment and a release due ten (10) days after the release of their check by MDWASD duly executed by each subcontractor and supplier of material or equipment for any Work performed for the Project up through the pay application period ending date of the previous month. The affidavit and release shall state that all labor, material, equipment and supplies have been paid in full through the pay application period ending date of the previous month and that the subcontractor or supplier releases all claims for labor, material, equipment and supplies up through the

pay application period ending date of the previous month. In addition, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with a duly executed affidavit (Certification of DESIGN-BUILDER) stating that all subcontractors and suppliers of material and equipment have been paid their full proportionate share of all draws including the last or previous draw for Work performed for the Project up through the pay application period ending date of the previous month. This does not apply to the first payment. The failure of the DESIGN-BUILDER to provide the foregoing affidavit and release from each subcontractor and supplier shall result in the COUNTY withholding the current pay application until the affidavit and release is provided or a Consent of Surety is provided to the MDWASD in an approved form for the amount in dispute.

If applicable, the COUNTY will notify the DESIGN-BUILDER and surety by certified letter informing them of the DESIGN-BUILDER'S non-compliance with the Contract Documents.

As a prerequisite for the acceptance of monthly payment applications for completed construction work, the DESIGN-BUILDER shall submit redlines, partially completed as-built plan sheets and fully complete as-built plan sheets, all as required by and satisfactory to, the COUNTY'S REPRESENTATIVE. From NTP through one hundred twenty (120) days, the DESIGN-BUILDER will utilize and submit the approved Mobilization and Engineering Schedule to indicate progress in accordance with the Schedule of Values to support request for progress payments. Once the Final Baseline Project Schedule is approved for compliance by the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall prepare a progress update to the current Project cost-loaded Final Baseline Project Schedule and submit six (6) complete print copies and three (3) complete electronic copies to the COUNTY'S REPRESENTATIVE for review and support for the requested progress payment applications for Work completed after one hundred twenty (120) days from NTP through to Final Completion.

Such schedules shall show the progress of the Work to date and schedule to completion of the Project. In the event that the DESIGN-BUILDER is forecasting that completion will occur after the date(s) specified in the Contract, the DESIGN-BUILDER shall submit a recovery plan and schedule showing its planned actions and resources to meet the Contract date(s). The COUNTY may accept such recovery schedule as fulfilling the requirement needed for monthly payment; however, such payment or acceptance shall not constitute adoption of such schedule or a modification of the Contract time, nor shall such payment or acceptance preclude the COUNTY from exercising any right granted it herein in the event that the DESIGN-BUILDER does not finish the Work within the Contract Completion Dates.

For the purpose of preparing a monthly pay application, the DESIGN-BUILDER jointly with the COUNTY'S REPRESENTATIVE shall prepare the application and MDWASD will produce a computer print out to be signed by the DESIGN-BUILDER. The DESIGN-BUILDER shall provide the COUNTY'S REPRESENTATIVE at the time of preparing the monthly application on MDWASD'S form a list of subcontractors and vendors who have performed services or supplied materials or equipment during the period for which the application is being prepared. The DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE shall, as a part of the preparation of the application, agree and sign off on the DESIGN-BUILDER'S list of required releases. The COUNTY'S REPRESENTATIVE will evaluate the application of the value of all Work done and materials furnished up to the pay application period ending date of each calendar month and will deduct therefrom the retainage, all liquidated damages assessed during that month in accordance with this Article, if any, and all previous payments and charges,

and the balance will be paid by the COUNTY to the DESIGN-BUILDER on or before the fifteenth (15th) day after the DESIGN-BUILDER signs the pay application. The retainage deducted from each progress payment is reserved by the COUNTY as partial guarantee of the faithful execution of the Contract by the DESIGN-BUILDER.

When the computer printout of the application has been prepared, the COUNTY'S REPRESENTATIVE will notify the DESIGN-BUILDER that the application is ready for its signature. Signature of the DESIGN-BUILDER on the computer printout of the application shall constitute acceptance by MDWASD of the DESIGN-BUILDER'S invoice for Project Work and services performed. When the DESIGN-BUILDER comes in to sign the application, DESIGN-BUILDER must submit all required documentation, i.e., two (2) copies of the current updated final Baseline Project Schedule, Certified Payroll, reports for the DESIGN-BUILDER and each subcontractor that provided labor on the Project during that pay period, the Monthly Utilization and Monthly Employment Data Reports and a DESIGN-BUILDER'S Invoice on the format provided by MDWASD with all required documentation. Additionally, the affidavit and all releases for the previous application shall be submitted in acceptable form. When a complete package of all required submittals has been turned in, and any applicable as-built drawings have been produced to the satisfaction of the COUNTY'S REPRESENTATIVE, and the updated Project Schedule has been received by MDWASD, the DESIGN-BUILDER will be allowed to sign the application and the application will be processed for payment.

As a consideration for such payment, the COUNTY shall have the right to enter upon and put into proper service, any or all parts of the Work which may be in condition for use. No claim or charge is to be made by the DESIGN-BUILDER for such use, nor is such use to be construed as an acceptance by the COUNTY of any part of the Work so used; however, the one (1) year warranty period shall commence from the date the individual equipment is put into full productive service.

- 11.2) RETAINAGE: Retainage during the first fifty percent (50%) completion of the Project as determined by the COUNTY'S REPRESENTATIVE shall be ten percent (10%). After satisfactory completion, as determined solely by MDWASD, of fifty percent (50%) completion of the Work, the MDWASD will reduce the retainage amount to five (5%) withheld in accordance with Florida Statute 255.078 from subsequent progress payments until final payment is due. The point of fifty percent (50%) completion shall be as defined in the Schedule of Values as agreed between the DESIGN-BUILDER and the COUNTY, and reflected in the Baseline Project Schedule.

The DESIGN-BUILDER shall perform all items of Work preceding the point of fifty percent (50%) completion shown in the Schedule of Values and reflected in the Baseline Project Schedule to the satisfaction of the COUNTY'S REPRESENTATIVE prior to consideration by MDWASD of any reduction in the percentage rate of retainage. Unless specific written permission is granted by the COUNTY'S REPRESENTATIVE to either change the sequence or perform differing amounts of Work, the items listed shall be a required precedent to said reduction. MDWASD may retain additional amounts with regard to disputed items and/or claims.

- 11.3) FINAL PAYMENT: As soon as the COUNTY'S REPRESENTATIVE is notified of the Final Completion of the Work and can be assured by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out satisfactorily, the COUNTY'S REPRESENTATIVE will make a final application of the value of all Work completed and will deduct therefrom all previous payments which have been made. The amount of the

pay application, less any charges or damages herein provided for, and the reduction of any unused or unauthorized contingency account funds remaining, will be paid.

When the computer printout of the final pay application has been prepared, MDWASD will notify the DESIGN-BUILDER in writing that the final application is ready for DESIGN-BUILDER signature. Prior to being permitted to sign the final application, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with the DESIGN-BUILDER's Invoice and all required documentation, i.e., one (1) original and one (1) copy of the Certified Payroll, two (2) original and one (1) copy of the Monthly Utilization and Employment Data Reports, three (3) Certificates of DESIGN-BUILDER for the previous application and a Final Certificate of DESIGN-BUILDER, and an Affidavit and Final Release from all Subcontractors and Suppliers, Fisher Island Holdings (FIH), Fisher Island Community Association (FICA), and Fisher Island Club (FIC).

Once a complete package of duly executed documents has been submitted, and accepted by the MDWASD, the DESIGN-BUILDER will be permitted to sign the final application. Should the DESIGN-BUILDER fail to provide the COUNTY'S REPRESENTATIVE with all of the required documentation cited above within thirty (30) days from the date of written notification that the final pay application is ready for signature. The DESIGN-BUILDER may be held in default due to such delay.

The COUNTY may withhold from payment under this Contract any monies the COUNTY believes is owed by the DESIGN-BUILDER pursuant to any other contract or other claim.

- 11.4) PROMPT PAYMENT: The successful Bidder's attention is directed to COUNTY Ordinance No. 94-40, providing for expedited payments to small businesses by COUNTY agencies and the Public Health Trust; creating dispute resolution procedures for payment of COUNTY and Public Health Trust obligations; and requiring the DESIGN-BUILDER to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. Failure of the DESIGN-BUILDER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the COUNTY contract or Public Health Trust contract and debarment procedures of the COUNTY.
- 11.5) PAYMENT FOR ADDITIONAL WORK AND SERVICES/ADJUSTMENT FOR DELETION OF WORK (Approved Change Orders)
 - 11.5.1) Payment for approved change orders may be requested monthly in proportion to the Work and services performed.
 - 11.5.2) All payments will be made on duly certified invoices stating that the services for which payment is requested have been performed pursuant to this Contract. All invoices must be accompanied with a current Monthly Utilization Report (MUR). Payments will not be processed without the MUR pursuant to Administrative Order 3-39.
 - 11.5.3) EXTRA WORK/DELETION OF WORK AND PAYMENT THEREFOR:
The COUNTY'S REPRESENTATIVE may, at its sole discretion and option, delete any part of the design and construction from the Contract Scope of Work. In the event this occurs, the DESIGN-BUILDER will submit a cost breakdown of the Work to be reduced and, with the concurrence of the

COUNTY'S REPRESENTATIVE, the amount paid to the DESIGN-BUILDER will be reduced by that amount.

The COUNTY'S REPRESENTATIVE may, at its sole discretion and option, direct Extra Work to the Contract Scope of Work. The DESIGN-BUILDER shall perform Extra Work, for which there is no price included in the Schedule of Values, where directed by the COUNTY'S REPRESENTATIVE. No Extra Work shall be paid for unless requested or directed in writing by the COUNTY'S REPRESENTATIVE.

Extra Work will be paid at lump sum or at unit prices as agreed in writing by the COUNTY'S REPRESENTATIVE and the DESIGN-BUILDER, before the Extra Work is performed. Extra Work shall be based on the following:

The DESIGN-BUILDER shall submit to the COUNTY'S REPRESENTATIVE a proposal containing a complete breakdown of costs for the Extra Work, whether increases or decreases on the Contract Scope of Work, including overhead and profit. Overhead and profit includes all home office expenses, field office expenses, for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the Extra Work. In addition, the DESIGN-BUILDER shall include the cost of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, pension plans, vacations, and insurance and DESIGN-BUILDER'S public liability and property damage insurance involved in such Extra Work, based on the wages paid to such labor. Specific items to be included in this proposal shall be included on the following basis:

a) For all materials to be utilized, the DESIGN-BUILDER shall include the cost of such materials, including freight charges, and applicable sales taxes.

b) For any construction equipment or special equipment to be utilized, DESIGN-BUILDER shall include maintenance, operation, fuel and lubricant required for the economical performance of Extra Work. The COUNTY shall therefore not pay additionally for small tools and equipment ordinarily used in construction which shall be included in the overhead and profit percentage included. Where there is a question as to whether payment pursuant to this Article is valid the Construction Management/Inspection Team shall make the final determination as to the validity of such payment. For the purposes of estimating construction equipment cost, the hourly rental price of such construction or special equipment shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. Fuel, maintenance and lubrication are included in the calculated rental rates. In the event that the equipment is not owned by the DESIGN-BUILDER or its companies and the equipment is rented from a recognized equipment rental company, the DESIGN-BUILDER will be paid the estimated time that the equipment will work at the hourly rental rate to which shall be added ten percent (10%) for fuel, maintenance and lubrication for rented equipment.

c) For estimating all labor, a working foreman in direct charge of the specified operations, the DESIGN-BUILDER may charge a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the DESIGN-BUILDER may charge one hundred

percent (100%) of his/her hourly wage rate; for a foreman who only directs workers in the performance of their work, the DESIGN-BUILDER may charge the following: twenty-five percent (25%) of the working foreman's salary for directing up to two workers in their work; fifty percent (50%) of sum salary for directing up to four workers in their work; seventy-five percent (75%) for directing five (5) workers in their work; and one hundred percent (100%) for directing six (6) workers or more in their work.

If Extra Work is directed, it shall be included in the DESIGN-BUILDER'S monthly application for payment. The DESIGN-BUILDER is required to include a statement certifying that the requested payment for Extra Work is consistent with the Contract Documents, and he has reviewed such requested payments for Extra Work and found them to be accurate, fair and reasonable.

As an alternative to the consideration of a proposal as indicated above, the COUNTY'S REPRESENTATIVE may direct that Work be performed at the unit price provided for in the Contract, in the event that Work is of like character and susceptible of classification under a unit price item of the Contract.

All Extra Work performed hereunder will be subject to all of the provisions of the Contract.

If the DESIGN-BUILDER performs Work which it contends is Extra Work but which has not been authorized by the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall keep daily records of all amounts expended by the DESIGN-BUILDER in the performance of such Work. At the request of the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall provide certified statements showing the cost of such alleged Extra Work to which shall be attached the original receipted bills covering the costs of the materials, applicable sales taxes and freight charges on all materials used in such Work.

If required, the DESIGN-BUILDER shall produce any books, vouchers, other records, or memoranda which will assist the COUNTY'S REPRESENTATIVE in determining the true, necessary cost of Work and materials to be paid for on a cost plus basis.

In no case will the DESIGN-BUILDER be entitled to compensation pursuant to this Article unless the DESIGN-BUILDER has first provided notice, as described below in this section, that the Work is outside the requirements of the Contract, in which no Extra Work shall be considered authorized until the COUNTY'S REPRESENTATIVE or the MDWASD, as appropriate, makes a final determination that the Work is in fact Extra Work required to be performed by the DESIGN-BUILDER, or unless the Work is denominated by the COUNTY'S REPRESENTATIVE in writing as Extra Work pursuant to. In either circumstance, in the event insufficient funds remain in the Contract to pay for such Extra Work, payment to the DESIGN-BUILDER can only be made upon approval of a change order by the Board of County Commissioners.

No additional compensation shall be due the DESIGN-BUILDER for Extra Work occasioned as a result of differing Site conditions, or as a result of delays, except to the extent specified in Sections 13.14, 13.15 and 13.17 of the GENERAL PROVISIONS. If the DESIGN-BUILDER believes that an order or directive of the COUNTY'S REPRESENTATIVE calls for the performance of

Work outside the requirements of the Contract, the DESIGN-BUILDER shall so notify the COUNTY'S REPRESENTATIVES in accordance with the procedures specified below.

The supervision of the execution of this Contract is vested in the DIRECTOR of MDWASD acting through his representatives, the COUNTY'S REPRESENTATIVE, and his instructions shall be carried into effect promptly and efficiently.

The COUNTY'S REPRESENTATIVE shall in all cases determine the amount, quality, fitness and acceptability of the Work and materials to be paid for, and shall decide all questions or differences of opinion that may arise as to the interpretation of the plans and specifications or the fulfillment of the terms of the Contract. In the event of such question or difference of opinion, the decision of the COUNTY'S REPRESENTATIVE is to be a condition precedent to the DESIGN-BUILDER'S right to receive any money for the Work or the materials to which the question or difference of opinion relates except as otherwise explicitly provided for herein.

If the DESIGN-BUILDER considers any Work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the COUNTY'S REPRESENTATIVE to be unfair, he shall immediately, upon such Work being demanded or such decision or ruling being made, ask for written instructions or decisions, whereupon he shall proceed without delay to perform the Work or conform to the decision or ruling. Beginning with the first day of this Work, the DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE shall fill out daily records for this Work at the end of each day and said record shall be signed by both parties. One copy being submitted to the COUNTY'S REPRESENTATIVE and the other being retained by the DESIGN-BUILDER. This documentation does not constitute acknowledgment of authorization to pay for this Work. In the event that a claim for this Work is approved by the MDWASD subsequent to the commencement of Work, an accurate accounting for Work will be agreed upon by both parties upon completion of this Work and will be paid for as Work as provided in the Specifications by Allowance Account if funds are available, or by an approved Change Order by the Board of County Commissioners.

The Work will be paid for either by a unit price item in the Contract or as Extra Work for labor, material and equipment which shall be full compensation to the DESIGN-BUILDER for all overhead and profit and as specified above in this Article in paragraphs (a), (b), and (c).

Failure of the DESIGN-BUILDER'S representatives to meet with the COUNTY'S REPRESENTATIVE to maintain daily records for this Work shall be deemed that the DESIGN-BUILDER does not wish to pursue its claim and has waived all grounds for making a claim.

Unless the DESIGN-BUILDER files such written protest with the COUNTY'S REPRESENTATIVE within ten (10) days of receipt said written instructions or decisions, he shall be deemed to have waived all grounds for such protest and to have accepted the requirement, decision or ruling of the COUNTY'S REPRESENTATIVE as just and reasonable and as being within the scope of the DESIGN-BUILDER'S obligations under the Contract Documents and no

further documentation will be required by the COUNTY'S REPRESENTATIVE. No payment for this claim will be made in the event that a timely DESIGN-BUILDER's written protest to the COUNTY'S REPRESENTATIVE is formally denied.

If the decision of the DIRECTOR or the Director's designee, would result in the Contract Price exceeding that approved by the Board of County Commissioners the DIRECTOR shall request and receive approval for additional funding from the Board of County Commissioners prior to his approving such additional spending.

ARTICLE 12 SCOPE OF SERVICES

12.1) **SCOPE OF SERVICES:** The Scope of Services consists of Design-Build services to perform the engineering, design, permitting, construction, testing and commissioning services for the installation of a new 60-inch sanitary sewer force main to replace the existing 54-inch sanitary sewage force main that extends from Virginia Key to Fisher Island. The design and construction services rendered by the DESIGN-BUILDER shall result in a complete, functional, and operable piping project with a minimum eighty (80) years design life. The Project shall consist of the following main elements:

1) Approximately 5300 linear feet pre-cast concrete segmental tunnel that commences at the north eastern boundary of the Central District Wastewater Treatment Plant and terminates on the northern side of Fisher Island, in the vicinity of the existing 54-inch force main, and adjacent to the Fisher Island Ferry Terminal. The tunnel shall be constructed at an average top of tunnel elevation (TOT) elevation of (-) 60 feet and minimum grade of 0.2% to facilitate drainage towards the Central District Wastewater Treatment Plant. The tunnel shall contain a minimum 60-inch inside diameter carrier main comprised of a fiberglass reinforced mortar pipe product (HOBAS pipe) that is completely grouted in place, with no cavities.

2) Approximately 2700 linear feet of 60-inch Pre-stressed Concrete Embedded Cylinder Pipe installation within the Central District Wastewater Treatment Plant (CDWWTP) compound that extends from the tunnel shaft to the Sludge Barn, just south of Sludge Drying Bed No. 12. The new force main shall be constructed along the northern and western boundaries of the Central District Wastewater Treatment Plant with an alignment and grade that does not conflict with the existing 54-inch force main and does not encroach on the abandoned sludge drying beds which are designated for future plant expansion.

3) Approximately 1000 linear feet of 8-inch Horizontal Directional Drilled (HDD) sewage force main on Fisher Island that extends from Pump Station 170 to the retrieval shaft. The 8-inch main shall be constructed with High Density Polyethylene Pipe, complete with adaptive fittings for interconnections to the existing pump station facility and the newly installed 60-inch force main.

4) Approximately 9500 linear feet of the existing 54-inch Prestressed Concrete Cylinder Pipe force main to be cut, purged of sewage, and plugged at the terminal locations on Virginia Key and Fisher Island. The existing 54-inch sewer

force main shall be abandoned in a manner that allows man access to rehabilitate the main for future usage.

Additionally, the DESIGN-BUILDER shall design and construct all ancillary piping, tapping, temporary bypass, and tie-in connections to facilitate successful construction and commissioning the new 60-inch sanitary sewer force main without any interruption of service to the existing 54-inch sanitary sewer force main. The DESIGN-BUILDER shall limit all tunnel construction, staging, and access to existing utility easements or those that are currently being acquired by MDWASD to support the construction of the Project.

The DESIGN-BUILDER services shall include, but not limited to, providing all professional services, and construction labor, tools, material, equipment, construction equipment, and professional and other services to execute the final design and construction of the Project. Services also include planning, technical investigations, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing, disinfecting, commissioning, and restoration Work. DESIGN-BUILDER will provide all required project management, cost and schedule control, field supervision, quality control and assurance, and safety and health services to complete the Work in a timely, quality and efficient manner that meets the Contract requirements within the Contract Schedule Dates. Any Work and services which may be reasonably assumed as necessary to accomplish this objective shall be supplied by the DESIGN-BUILDER.

For this Project, the COUNTY has validated an Alternate Technical Proposal No. 3 submitted by the DESIGN-BUILDER which consists of a single extended 42-inch temporary bypass scheme that extends from the CDWWTP flow meter to Station 12+00, and facilitates a connection to the active 54-inch force main without requiring two independent bypasses as presented in the base RDBS documents. Such Alternate Proposal No. 3 is represented in Exhibit "D" In accordance with the RDBS, since the DESIGN-BUILDER has been awarded the Project Contract based on a validated Alternate Proposal No. 3, DESIGN-BUILDER accepts full technical, cost and schedule responsibility, and risk for the feasibility of implementing the Alternate Proposal No. 3 within the Design-Build Contract Price and Schedule Dates.

DESIGN-BUILDER agrees that if such Alternate Technical Proposal No. 3 is determined not feasible or impractical for any reason, including any reason beyond control of the DESIGN-BUILDER, the DESIGN-BUILDER is required to perform the Project, without recourse, in accordance with the original requirements of the RDBS Design Criteria Package and at the same price and schedule as contracted with the Alternate Proposal. A decision by the COUNTY to proceed with an Alternate Technical Proposal No. 3 in no way relieves the DESIGN-BUILDER of all responsibilities and risks for implementing the Alternate Proposal, or performing the original Design Criteria approach to meet the Contract Schedule Dates if the Alternate Proposal No. 3 is determined not feasible at any time.

It is the responsibility of the DESIGN-BUILDER to secure all permits other than those provided by MDWASD as indicated in the Design Criteria Package, and to provide signed and sealed construction documents which comply with all regulatory requirements, and local governing authorities/entities including, but

not limited to, Miami Dade County, Florida Department of Environmental Protection, City of Miami, City of Miami Beach, Fisher Island Community Association, Fisher Island Holdings, Fisher Island Club, as well as those indicated in the Contract documents.

ARTICLE 13 GENERAL PROVISIONS

13.1) INDEMNIFICATION AND WAIVER OF LIABILITY

- 13.1.1) Pursuant to Section 725.08 of the Florida Statutes, the DESIGN-BUILDER shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of, relating to or resulting from the negligence, recklessness, or intentionally wrongful conduct of the DESIGN-BUILDER or its employees, agents, servants, partners principals or subcontractors in the performance of this Contract. The DESIGN-BUILDER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The DESIGN-BUILDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the DESIGN-BUILDER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided. This provision for indemnification shall survive expiration termination of the Contract.
- 13.1.2) Notwithstanding any provision herein to the contrary, the DESIGN-BUILDER agrees and recognizes that the COUNTY and its officers, employees, agents and instrumentalities shall not be held liable or responsible for any claims, which may result from any actions, errors or omissions of the DESIGN-BUILDER. In reviewing, approving or rejecting any submissions by the DESIGN-BUILDER or other acts of the DESIGN-BUILDER, the COUNTY in no way assumes or shares any responsibility or liability of the DESIGN-BUILDER, subconsultants, the registered professionals (architects and/or engineers) and subcontractors under this Contract.
- 13.1.3) **CONTRACT SECURITY:** The DESIGN-BUILDER agrees to execute and deliver within fourteen (14) days after the execution of the Contract, DESIGN-BUILDER'S Performance and Payment Bonds prepared on the applicable bond forms included in Volume I of the RDBS and attached as Exhibit "E". The Surety Performance and Payment Bonds shall be in the amount of 100% of the TOTAL CONTRACT AMOUNT covering all sums under the Contract. The Bonds must be in the form of a Surety Bonds written through a local surety bond agency, rated as to management and strength as set forth below.
- 13.1.4) **SURETY BOND QUALIFICATIONS:** The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds. All

bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,001 to \$10,000,000	A VIII
Over \$10,000,000	A IX

- 13.1.5) The DESIGN-BUILDER may, in lieu of a surety performance bond and a surety payment bond, submit two (2) cash bonds, conditioned upon the faithful performance of the Work in strict accordance with this Contract Documents and with the Request for Design-Build Services and the completion of the Work free from all liens and within the time limit herein specified; said Bonds shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for those benefits said bond shall be executed as disclosed by the text of said Bonds and Contract to the same extent as if DESIGN-BUILDER were the obligee or obligees therein specifically mentioned, and all such persons shall be held or deemed to the obligee thereof.
- 13.1.6) The DESIGN-BUILDER shall provide a Performance and Payment Bond in accordance with state law. Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.
- 13.1.6.1) A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he intends to look to the bond for protection.
- 13.1.6.2) A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 13.1.6.3) No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year after Final Completion.
- 13.1.7) Surety Obligations: If the DESIGN-BUILDER is in default pursuant to the Contract and the COUNTY has declared the DESIGN-BUILDER in default, the Surety promptly may remedy the default or shall:

- 13.1.7.1) Arrange for the completion of the Project obligations under the Contract by a firm other than the DESIGN-BUILDER acceptable to the COUNTY and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the Project Work progresses sufficient funds to pay the cost of completion of the Project Work less the Contract Balance up to the Bond Sum.

13.2) ERRORS AND OMISSIONS

- 13.2.1) The DESIGN-BUILDER, to the extent of its failure to perform in accordance with the standard of care set forth in this Contract, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under the Contract (including the Work performed by subconsultants and subcontractors), within the specified time period and specified cost. The DESIGN-BUILDER shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting DESIGN-BUILDER with respect to the disciplines required for the performance of the Work in the State of Florida. The DESIGN-BUILDER is responsible for, and represents that the Work conforms to COUNTY'S requirements as set forth in the Contract. The DESIGN-BUILDER shall be and remain liable to the COUNTY for all damages to the COUNTY caused by the DESIGN-BUILDER'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the COUNTY may have, the DESIGN-BUILDER shall, at its expense, re-perform the services to correct any deficiencies, which result from the DESIGN-BUILDER'S failure to perform in accordance with the above standards. The COUNTY shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the COUNTY'S inspection, review, approval or acceptance of, nor payment for, any of the Work required under the Contract shall be construed to relieve the DESIGN-BUILDER or any subconsultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the COUNTY'S rights under the Contract or of any cause of action arising out of the performance of the Contract. The DESIGN-BUILDER and its subconsultants and Subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to COUNTY caused by any failure of the DESIGN-BUILDER or its subconsultants and subcontractors to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER'S or subconsultants' or subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of Work by subconsultants and subcontractors, the DESIGN-BUILDER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of subconsultants and subcontractors Work.
- 13.2.2) The DESIGN-BUILDER shall be responsible to re-perform any deficient, defective Work and/or services identified by the COUNTY within twelve (12) months following Substantial Completion and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from Substantial Completion.

13.3) INSURANCE

13.3.1) Within fourteen (14) days after the date of the execution of this Contract and prior to commencement of Work, the DESIGN-BUILDER shall obtain all insurance required under this Section. All insurance shall be maintained until the Work has been completed and accepted by the COUNTY. The DESIGN-BUILDER shall furnish to the COUNTY:

- 13.3.1.1) Certificate(s) of Insurance, which clearly indicates that it, has obtained the insurance coverage required in Sections 13.3.1.3, 13.3.1.4, 13.3.1.5, 13.3.1.6 13.3.1.7, and 13.3.1.9 as shown below.
- 13.3.1.2) Original Policies who indicate the coverage required in Article 13.3.1.7, as shown below.
- 13.3.1.3) Worker's Compensation Insurance: as required by Chapter 440, Florida Statutes and, where applicable, coverage for the U.S. Longshoremen's and Harbor Worker's Act and the Jones Act.
- 13.3.1.4) Commercial General Liability Insurance: on a comprehensive basis, in an amount not less than one million dollars (\$1,000,000) per occurrence or Bodily Injury and Property Damage combined single limit per occurrence. Insurance shall include coverage for Explosion, Collapse & Underground Hazards. Miami-Dade COUNTY must be shown as an additional insured with respect to this coverage.
- 13.3.1.5) Automobile Liability Insurance: covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than one million dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage combined single limit per occurrence.
- 13.3.1.6) Marine and vessel insurance, on a comprehensive basis in an amount not less than five million dollars (\$5,000,000) combined single limit per occurrence for Bodily Injury and Property Damage. Miami-Dade County must be shown as an additional insured with respect to this coverage
- 13.3.1.7) Protective and Indemnity Insurance in the amount not less than one million dollars (\$1,000,000) covering combined single limit per occurrence for Bodily Injury and Property Damage.
- 13.3.1.8) Hull Insurance to include collision and fixed and floating object.
- 13.3.1.9) Contractor's Professional Indemnity Policy in the name of the Design-Builder in an amount not less than five million dollars (\$5,000,000).

13.3.2) All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

13.3.2.1) The company must be rated no less than "A" as to management, and no less than "Class V" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

13.3.2.2) The DESIGN-BUILDER shall furnish Certificates of Insurance to the COUNTY prior to commencing any operations under this Contract, which certificates shall clearly indicate that the DESIGN-BUILDER has obtained insurance, in the type, amount and classifications, in strict compliance with this Section. All insurance required by the Contract shall stay in force until construction of the Project is complete to a point where no construction personnel of the DESIGN-BUILDER or any subcontractor are required to be on the Work Site and all survey work for as-built drawings is completed to the satisfaction of the COUNTY'S REPRESENTATIVE. At that point, the DESIGN-BUILDER shall make written request to the COUNTY'S REPRESENTATIVE to discontinue all or portions of the insurance coverage for the Project (as appropriate) and upon receipt of written permission from the COUNTY'S REPRESENTATIVE may discontinue said insurance. In any instance where Work must be resumed after a pause, the DESIGN-BUILDER shall obtain all insurance as required above prior to performing the Work.

13.3.2.3) Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Note: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE AND POLICY.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY

111 N.W. 1 STREET,

SUITE 2340

MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the DESIGN-BUILDER of this liability and obligation under this Article or under any other Article of this Contract.

13.3.3) The DESIGN-BUILDER shall not commence the Work until it has obtained all insurances required hereunder. The DESIGN-BUILDER shall maintain all required insurances for the full term of this Contract.

13.3.4) DESIGN-BUILDER shall name the COUNTY, MDWASD, and their officers, employees, agents, and consultants as additional insureds on all insurance policies, with the exception of Professional Liability policies.

13.4) PERFORMANCE

13.4.1) PERFORMANCE AND DELEGATION: The performance of this Contract shall not be delegated or assigned by the DESIGN-BUILDER without the written consent of the COUNTY, and such consent shall be in the COUNTY'S sole discretion and shall not be given to any proposed delegation which would relieve the DESIGN-BUILDER or their surety of their responsibilities under this Contract. The services to be performed hereunder shall be performed by the DESIGN-BUILDER'S own staff and any subcontractors and subconsultants specifically indicated in the DESIGN-BUILDER'S proposals provided in response to the RDBS and accepted by the COUNTY, unless otherwise approved in writing by the COUNTY. The employment of, contract with, or use of services of any other person or firm by the DESIGN-BUILDER as subconsultant or subcontractor or otherwise is subject to written approval by the COUNTY.

13.4.2) TIME FOR PERFORMANCE: The DESIGN-BUILDER agrees to start all Work hereunder upon the date indicated in the Notice to Proceed (NTP) issued by MDWASD and complete the Work within the time specified in the Contract.

13.4.2.1) Each time any portion of the Schedule prepared by the DESIGN-BUILDER is not met for unapproved/unjustified causes (other than COUNTY caused) the COUNTY may notify the Department of Regulatory and Economic Resources Division of Small Business Development, the Internal Services Department, and any other entity established by the COUNTY for tracking the unsatisfactory performance, and may notify the DESIGN-BUILDER'S Surety.

13.4.3) Performance Evaluations: Performance evaluations of the services rendered under this Contract shall be performed by the COUNTY and shall be utilized as evaluation criteria for future solicitations.

13.4.4) UNFINISHED OR INCOMPLETE WORK

If at any time before Final Completion of the Project the COUNTY'S REPRESENTATIVE finds there is unmanned or unfinished or incomplete Work, or Work delay or Work stoppages, it shall notify the DESIGN-BUILDER in writing to finish or complete the Work at DESIGN-BUILDER expense forthwith using whatever professional services, and construction labor, materials and equipment necessary to perform the Work in accordance with the Contract Documents.

When the activity duration for any items shown on the approved Baseline Project Schedule do not appear sufficient to be completed in the time provided, and the affected activities are likely to delay completion of the Project in the sole opinion of the COUNTY'S REPRESENTATIVE, or if the COUNTY'S REPRESENTATIVE otherwise determines that the Work is not progressing in a timely manner towards completion in a timely manner, and the DESIGN-BUILDER fails to make good efforts to for completing any of the above Work activities as specified, the COUNTY'S REPRESENTATIVE shall give notice to the DESIGN-BUILDER in writing specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to take the measures necessary to

perform the Work. If the DESIGN-BUILDER does not begin to correct such conditions within five (5) days of such notice, or provide a plan satisfactory to the COUNTY'S REPRESENTATIVE to correct such conditions, it shall be sufficient grounds for the COUNTY'S REPRESENTATIVE to place the DESIGN-BUILDER in default and notify its surety of same.

13.5) PROJECT SUSPENSION OR ABANDONMENT

13.5.1) If the Project is suspended for the convenience of the COUNTY for more than six (6) months, or abandoned in whole or in part for the convenience of the COUNTY under any phase, the COUNTY shall give seven (7) days notice to the DESIGN-BUILDER of such Project abandonment or suspension. If it is known that the Project is to be suspended for less than six (6) months, then the DESIGN-BUILDER shall remain on the Project under this Contract and compensated as agreed by DESIGN-BUILDER and the COUNTY for direct labor, equipment and materials, and rates for overhead and profit as applicable for Extra Work. The COUNTY will not be liable for stand-by, overhead, or any other costs direct or indirect, that the DESIGN-BUILDER may incur outside of any direct costs associated with this Project. If the Project is to be suspended for the convenience of the COUNTY for more than six (6) months, or abandoned in whole or in part for the convenience of the COUNTY during any phase, the DESIGN-BUILDER shall be paid for Work which was performed prior to such suspension or abandonment, and any specific Work as directed by the COUNTY to secure and/or abandon the Work, and the COUNTY shall have no further obligation or liability to the DESIGN-BUILDER under this Contract. If the Project is resumed after having been suspended for more than six (6) months, the DESIGN-BUILDER'S compensation to complete the Project may be renegotiated due to the suspension delay, but the COUNTY will have no obligation to complete the Project under this Contract, and may hire or contract with another DESIGN-BUILDER to complete the project. The COUNTY will have no further obligation or liability to the DESIGN-BUILDER.

13.6) TERMINATION OF CONTRACT

13.6.1) By COUNTY For Convenience: The COUNTY may terminate for the COUNTY'S convenience at its sole discretion, performance of Work under this Contract in whole or in part, if the COUNTY determines that a termination is in the COUNTY'S interest. The COUNTY shall terminate by delivering to the DESIGN-BUILDER a Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Contract, and may be issued without cause. Upon such Notice of Termination, the DESIGN-BUILDER shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on Work done as of the date of the Notice of Termination, and the reasonable costs of demobilizing its owned or rented equipment, materials, tools and labor forces, and preparing its final invoice to the COUNTY. The DESIGN-BUILDER shall immediately provide the COUNTY with all drawings, plans and documentation related to the Project. Upon payment thereof, the COUNTY will have no further obligation or liability to the DESIGN-BUILDER under this Contract. The DESIGN-BUILDER shall not be entitled to any other compensation under this Contract.

The COUNTY reserves the right to, at its sole discretion, terminate this contract without cause by giving a written Notice of Cancellation by the COUNTY REPRESENTATIVE to the DESIGN-BUILDER and its Surety at least ten (10) calendar days prior to the effective date of such cancellation.

In the event of such termination without cause, the DESIGN-BUILDER will be paid for all labor performed, all materials and equipment furnished by the DESIGN-BUILDER and its subcontractors, material men and suppliers and manufacturers of equipment less all authorized partial payments made prior to the date of cancellation. Specific Work shall be paid for as follows:

The value of all items of Work completed under the Contract based upon the unit prices and/or the approved Schedule of Values (the Schedule of Values being the detailed cost breakdown) satisfactory to the COUNTY'S REPRESENTATIVE.

The actual cost, as verified by invoice, of acceptable materials and equipment delivered to the Work- Site or irrevocably ordered prior to the date of receipt of the Notice of Cancellation. Said irrevocably ordered materials or equipment must be actually delivered to a MDWASD storage yard designated by the COUNTY'S REPRESENTATIVE prior to payment being authorized.

Items from the Schedule of Values or unit price items which are partially completed will be paid as specified below in this Section. In the event of termination or cancellation under this Section, the DESIGN-BUILDER shall not be entitled to any anticipated profits or for extended general conditions, for any Work not performed due to such cancellation. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Contract will be considered, nor shall the DESIGN-BUILDER be entitled to any consequential damages.

The COUNTY shall have the right to cancel those portions of the Contract relating to the Work of any item provided for therein. Where that portion of the Work contains completed payment items as called out in the Schedule of Values or unit price items which have been completed, they will be paid for as specified above in this Section. Where items of Work are not complete the DESIGN-BUILDER will be allowed a profit percentage on the materials used and on construction actually performed, at the same rates as provided for "Extra Work", but, as above, no allowance will be made for future anticipated profits on the balance of such Work.

- 13.6.2) By the COUNTY for Cause: In the event the DESIGN-BUILDER fails to comply with the provisions of this Contract, the COUNTY may declare the DESIGN-BUILDER in default by thirty (30) days prior written notification by the COUNTY'S REPRESENTATIVE, if the DESIGN-BUILDER fails to cure the default or take acceptable steps, all to the satisfaction of the COUNTY, to cure the default within that time frame. In such event, the DESIGN-BUILDER shall only be compensated for any completed Work found acceptable to the COUNTY. In the event, partial payment has been made for such Work not completed, the DESIGN-BUILDER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Any dispute arising out of this Article shall be resolved in accordance with Article 13.12 "DISPUTE RESOLUTION". The DESIGN-BUILDER shall remain

66

liable for any liabilities and claims related to the DESIGN-BUILDER'S default. As an alternative to termination, the COUNTY may bring suit or proceedings for specific performance or for an injunction. If a court of competent jurisdiction determines the COUNTY erroneously terminated the Contract for default, the termination shall be converted to a Termination for Convenience and the DESIGN-BUILDER shall have no further recourse of any nature for wrongful termination.

A default in any contract with Miami-Dade County shall constitute a default in this Contract, and shall allow Miami-Dade County all remedies for default.

If the DESIGN-BUILDER fails to begin the Work under the Contract within the time specified, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the Work, or performs the Work unsatisfactorily, or neglects or refuses to remove materials or to perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, in addition to any other right specified above or held by the COUNTY, the COUNTY'S REPRESENTATIVE may give notice in writing to the DESIGN-BUILDER and to its surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to correct same. This notification shall be a formal Notice to Cure provided to the DESIGN-BUILDER and its surety by Certified mail.

If the DESIGN-BUILDER or the surety does not react and correct such conditions or provide a plan of action acceptable to the COUNTY'S REPRESENTATIVE for correction of same within a period of five (5) days after receipt of such notice to cure, the DIRECTOR shall, upon written certificate from the COUNTY'S REPRESENTATIVE reciting the facts of such delay, neglect or default and the failure of the DESIGN-BUILDER to comply with the directions given in such notice to cure, shall provide the DESIGN-BUILDER and its surety with a formal Notice of Default by Certified mail and shall have full power and authority three (3) days after receipt of the certified Notice of Default, without violating the Contract, to take the prosecution of the Work out of the hands of the DESIGN-BUILDER, to appropriate or use any or all materials or equipment on the ground as may be suitable and acceptable, to enter into a Contract with another DESIGN-BUILDER for the completion of the Project, or to use such other methods as, in the opinion of the DIRECTOR shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the COUNTY, together with all costs of completing the Work under Contract, shall be deducted from any moneys due or which may become due to the DESIGN-BUILDER. In the event that the expense so incurred by the COUNTY shall be less than the sum which would have been payable under the Contract if the Work had been completed by the DESIGN-BUILDER, the DESIGN-BUILDER shall be entitled to receive the difference, less additional costs for liquidated damages if applicable and documented; in case such expense shall exceed the sum which would have been payable under the Contract, the DESIGN-BUILDER and the surety shall be liable and shall pay to the COUNTY the amount of such excess.

67

Nothing contained herein shall limit the availability of any other remedy the COUNTY may have in the event of a default, whether such remedy arises by contract or by operation of law, and the choice by the COUNTY to proceed with one remedy shall not limit the ability of the COUNTY to pursue additional remedies.

13.7) DESIGN-BUILDER'S ACCOUNTING RECORDS

13.7.1) For any Work performed on a reimbursable time and materials basis, the COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records, including but not limited to audited financial statements, balance sheets, and other financial records, during the performance of this Contract and for one (1) year after final payment under this Contract. The DESIGN-BUILDER agrees to furnish copies of any records necessary to approve any requests for payment by the DESIGN-BUILDER.

13.7.2) The COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records, including but not limited for purposes of verifying that certified cost or pricing data submitted or identified by the DESIGN-BUILDER in conjunction with the negotiation of this Contract or any modification/change order to this Contract. The DESIGN-BUILDER shall, for a period of three (3) years after the date of Final Completion under this Contract:

13.7.2.1) Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.

13.7.2.2) Permit authorized representatives of the COUNTY and the State of Florida to examine such books, records, documents, papers, computations, projections and other supporting data.

13.7.3) Unless governed elsewhere in the Contract, in the event any information provided by the DESIGN-BUILDER during initial Contract negotiations or any supplemental Contract negotiations is later determined by the COUNTY not to have been complete, accurate or current at the time of the submittal, an appropriate reduction or increase in the total compensation amount will be made to the Contract. If this determination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds including withholding funds due the DESIGN-BUILDER on other COUNTY contracts. The DESIGN-BUILDER agrees to insert these audit clauses in all of its subcontracts.

13.8) OWNERSHIP AND REUSE OF THE DOCUMENTS

13.8.1) All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Work and Services performed or produced in the performance of this Contract, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the DESIGN-BUILDER or owned by a third party and licensed to the DESIGN-BUILDER for

68

use and reproduction, shall become the property of the COUNTY. DESIGN-BUILDER shall not disclose, release, or make available any document to any third party, without prior written approval from the COUNTY. The DESIGN-BUILDER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any copyrighted standard details and designs owned by a third party and used or reproduced by the DESIGN-BUILDER in the performance of this Contract. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

13.8.2) If the COUNTY elects to re-use the plans and specifications for other sites and/or purposes other than those for which it was prepared, it shall be at the COUNTY'S sole risk and holds the DESIGN-BUILDER harmless for any liability arising out of any reuse of documents.

13.8.3) The DESIGN-BUILDER shall bind all subconsultants and subcontractors to the Contract requirements for re-use of plans and specifications.

13.9) COMPLIANCE WITH LAWS

13.9.1) The Contract shall be governed by the laws of the State of Florida and may be enforced only in a court of competent jurisdiction in Miami-Dade County, Florida.

13.9.1.1) In accordance with Florida Statutes 119.07(3) (ee), "facility plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the layout and structural elements of a facility, ...or other structure owned and operated by an agency as defined in F.S. 119.011 are exempt ..." from public records to ensure the safety of government infrastructure and to ensure public safety. Information made exempt by this paragraph, with prior approval from the MDWASD, may be disclosed: (i) to another entity to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or DESIGN-BUILDER who is performing Work on or related to the Project; or (iii) upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information

13.9.1.2) Each employee of the DESIGN-BUILDER and its subconsultants and subcontractors that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute any Project documents other than for the purpose of performing their Work under this Contract, unless authorized by the COUNTY.

13.9.1.3) The DESIGN-BUILDER and its subconsultants and subcontractors agree in writing that the Project documents are to be kept and maintained in a secure location.

13.9.2) In addition to the above requirements in this Article, the DESIGN-BUILDER agrees to abide by all Federal, State and County Procedures, Ordinances, Resolutions and Administrative Orders which may have a bearing on the work involved under this Contract, including but not limited to:

- Ordinance No. 03-107 – Amending Section 2-11.1(s) of the Conflict of Interest and Code of Ethics;
- Ordinance 09-68 – Local Certified Services for Disabled Veterans Preference;
- Ordinance No. 02-68 – MDWASD Security Ordinance;
- Ordinance No. 73-77 - Art in Public Places (See 8.08.F for additional information);
- Ordinance No. 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender;
- Ordinance No. 90-143 - Responsible Wages and Benefits ;
- Ordinance No. 91-142 - Family Leave, as amended by Ordinance No. 92-91- Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00;
- Ordinance No. 92-15 - Drug-free Work place, as amended by Ordinance No. 00-30;
- Ordinance 94-73 - Value Analysis and Life-Cycle Costing;
- Ordinance No. 95-178 - Proposers are to Verify that all Delinquent and Currently Due Fees or Taxes have been Paid as a Condition of Award;
- Ordinance No. 97-35 - Fair Subcontracting Policies ISD Form No. 9 as amended by Ordinance No. 98-124, attached as Exhibit "F") ;
- Ordinance No. 97-104 – Subcontractor/Supplier Listing, ISD Form 7 attached as Exhibit "G") ;
- Ordinance No. 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding, and Financial Services;
- Ordinance No. 97-172 and Administrative Order 3-26 - Amending Section 2-10.4, requiring certain Contracts for Professional Architectural and Engineering Services to include Value Analysis as part of the scope of services;
- Ordinance No. 97-215 - Inspector General;
- Ordinance No. 98-30 – County Contractors Employment and Procurement Practices;
- Ordinance No. 03-27 - Cone of Silence;
- Ordinance No. 99-5 - Domestic Violence Leave;
- Ordinance No. 99-152 - False Claim Ordinance;
- Ordinance No. 99-162 - Precluding entities who are not current in their obligations to the County from receiving new contracts or purchase orders
- Ordinance No. 00-18 – Debarment;
- Ordinance No. 00-67 - Prohibition of Contracting with Individuals and Entities while in Arrears with the County, as amended by Resolution R-531-00;
- Ordinance No. 00-85 - Ordinance amending Section 2-8.9 of the Code of Miami-Dade County, The Living Wage Ordinance;
- Ordinance No. 00-96 - Code of Business Ethics: Ordinance amending Section 2-8.1(i) of the Miami-Dade County Code;
- Ordinance No. 01-103 and Administrative Order 3-32 - Community Business Enterprise Program;
- Ordinance 07-65 – Sustainable Buildings Program;
- Resolution R-385-95 - Policy Prohibiting Contracts with Firms Violating the A.D.A. and other Laws Prohibiting Discrimination on the Basis of Disability A.D.A. Requirements, are a condition of Award, as amended by Resolution R-182-00;
- Resolution R-994-99 - Code of Business Ethics;

- Resolution R-185-00 - Domestic Violence Leave Requirements are a Condition of Award;
 - Resolution R-744-00 - Requiring the Continued engagement of critical personnel in contracts for professional services for the duration of the Project;
 - Administrative Order-3-26 - Ordinance amending Section 2-10.4 requiring certain Contracts for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services which are incorporated herein by reference, as if fully set forth herein, in connection with the Design-BUILDER's obligation hereunder;
 - Administrative Order-3-39 - Acquisition of Professional Services.
- 13.9.3) The DESIGN-BUILDER shall comply with the financial disclosure requirements of Ordinance 77-13, by filing within 30 days of the execution date of this Contract and prior to July 15th of each succeeding year that the Contract is in effect, one of the following with the Supervisor of Elections, P.O. Box 521550, Miami, Florida 33152-1550:
- A Source of Income Statement
 - A Statement of Financial Interests
 - A copy of the DESIGN-BUILDER'S current federal income tax return

13.9.4) AFFIRMATIVE ACTION

13.9.4.1) The DESIGN-BUILDER'S Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Internal Services Department and any approved update thereof are hereby incorporated as contractual obligations of the DESIGN-BUILDER to Miami-Dade County hereunder. The DESIGN-BUILDER shall undertake and perform the affirmative action specified herein. The DIRECTOR may declare the DESIGN-BUILDER in default of this Contract for failure of the DESIGN-BUILDER to comply with the requirements of this paragraph.

13.9.5) PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS AND SUBCONTRACTORS

13.9.5.1) The DESIGN-BUILDER'S attention is directed to Miami-Dade County Ordinance No. 94-40, and Section 2-8.1.4 of the Code of Miami-Dade County providing for expedited payments to small businesses by COUNTY agencies and the Public Health Trust; creating dispute resolution procedures for payment of COUNTY and Public Health Trust obligations; and requiring the prime DESIGN-BUILDER to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. The time for which payment shall be due is thirty (30) days from the receipt of a proper invoice. Failure of the DESIGN-BUILDER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the COUNTY contract or Public Health Trust contract and debarment procedures of the COUNTY.

13.9.6) OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT
PRIVATE SECTOR INSPECTOR GENERAL

13.9.6.1) According to Section 2-1076 of the Code of Miami-Dade County, the COUNTY has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all COUNTY contracts or Public Health Trust contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the DESIGN-BUILDER under this Contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Contract Documents, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The DESIGN-BUILDER shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid price form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate COUNTY affairs and empowered to review past, present and proposed COUNTY and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the Project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (DESIGN-BUILDER/Vendor/Consultant), its officers, agents and employees, lobbyists, COUNTY and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice, the DESIGN-BUILDER shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (DESIGN-BUILDER/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order payment application files, worksheets, proposals and contracts from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents,

back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The DESIGN-BUILDER shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

- If this Contract is completely or partially terminated, the DESIGN-BUILDER shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and
- The DESIGN-BUILDER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this Article shall apply to the DESIGN-BUILDER, vendor, and consultant, its officers, agents, employees, subcontractors and suppliers. The DESIGN-BUILDER, vendor, and consultant shall incorporate the provisions in this Article in all subcontracts and all other contracts executed by the (DESIGN-BUILDER/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this Article shall impair any independent right to the COUNTY to conduct audits or investigative activities. The provisions of this Article are neither intended nor shall they be construed to impose any liability on the COUNTY by the DESIGN-BUILDER, vendor, and consultant or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental Contracts; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board of County Commissioners; (j) professional service agreement under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Board of County Commissioners may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all COUNTY contracts including, but not limited to, those contracts specifically exempted above.

- 13.9.6.2) INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the DESIGN-BUILDER is hereby directed to the requirements of A.O. 3-20 and R-516-96; the COUNTY shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the DESIGN-BUILDER and COUNTY in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of DESIGN-BUILDER, its officers, agents and employees, lobbyists, COUNTY staff and elected officials.

Upon ten (10) days written notice to DESIGN-BUILDER from an IPSIG, the DESIGN-BUILDER shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the DESIGN-BUILDER's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

- 13.9.7) The DESIGN-BUILDER must also submit with the executed Contract, to be filed with the Clerk of the Board, the attached single executed affidavit.
- 13.9.8) MONTHLY UTILIZATION REPORT (MUR): Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, and A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14, and 3-28, and Establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the DESIGN-BUILDER is required to file monthly utilization reports with the COUNTY'S contracting department monthly, unless designated otherwise. The MUR is

required to accompany every invoice, which is due on or before the tenth (10th) working day following the end of the month that the report covers. The MUR should indicate the amount of contract monies received and paid as a DESIGN-BUILDER, including payments to subconsultants and subcontractors (if applicable), from the COUNTY pursuant to the Project. Authorized representatives of each listed sub-consultant(s) shall sign the report, verifying their participation in the Work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Department of Regulatory and Economic Resources, , 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128, in the format attached hereto and titled "Monthly Utilization Report", attached as Exhibit "H".

- 13.9.9) CERTIFICATION OF WAGE RATES: In accordance with Florida Statute 287.055, 5(a), the DESIGN-BUILDER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Contract as attached as Exhibit "I". It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year following the end of the contract, or acceptance of the Work by the COUNTY, whichever is later. TRUTH IN NEGOTIATION: pursuant to A.O. 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 - Category 4), the COUNTY will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes, as attached as Exhibit "I".

13.10) MISCELLANEOUS PROVISIONS

- 13.10.1) The DESIGN-BUILDER may submit proposals for any design-build services, which they are qualified to perform, for which proposals may be publicly solicited by the COUNTY, outside of this Contract.
- 13.10.2) The DESIGN-BUILDER will have no responsibility for the presence, handling, funding, cost of removal or exposure to persons to hazardous materials or contaminants in any form at the Project Site, except for any such materials that DESIGN-BUILDER brings into the Site, other than to immediately advise the COUNTY of the existence of such materials that they may discover during standard investigations carried out for the purpose of performing their services.
- 13.10.3) FORCE MAJEURE: For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of the DESIGN-BUILDER which prevents the DESIGN-BUILDER from performing and fulfilling its obligations under this Contract, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. The DESIGN-BUILDER shall not be liable for any delays due

to a force majeure event, provided that DESIGN-BUILDER verbally notifies the COUNTY within forty-eight (48) hours of such force majeure event and provides the COUNTY written notice that includes justification for extension of the Contract within ten (10) days of such force majeure event. Such events of Force Majeure will be considered under the change order provisions of the Contract.

- 13.10.4) STANDARD OF CARE: In the performance of its services, DESIGN-BUILDER shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period, including the degree of care and skill required by the Florida Department of Professional Regulation and various construction licensing boards in the State of Florida or Miami-Dade County.
- 13.10.5) RESPONSIBILITY FOR OTHERS: DESIGN-BUILDER shall be responsible to the COUNTY for Design-Build Services and the services of DESIGN-BUILDER subconsultants and subcontractors. DESIGN-BUILDER shall not be responsible for the acts or omissions of other parties engaged by the COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.
- 13.10.6) RIGHT OF ENTRY: The COUNTY grants to DESIGN-BUILDER, if the Work-Site is owned by the COUNTY, permission for a right of entry from time to time by DESIGN-BUILDER, its employees, agents and subconsultants and subcontractors, upon the Work-Site for the purpose of providing the services. If the Work-Site is not owned by the COUNTY, the DESIGN-BUILDER is responsible for making arrangements with property owner(s) for right of entry from time to time by DESIGN-BUILDER, its employees, agents and subconsultants and subcontractors, upon the Work-Site for the purpose of providing the services. the COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing Work-Site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing Work-Site conditions have been altered, the DESIGN-BUILDER shall restore the Work-Site to original condition.

13.11) SUCCESSORS AND ASSIGNS

- 13.11.1) The DESIGN-BUILDER and the COUNTY each binds themselves, their partners, successors, legal representatives and assigns to the other party of the Contract and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Contract. The DESIGN-BUILDER shall afford the COUNTY'S REPRESENTATIVE the opportunity to approve or reject all proposed assignees, successors, or other changes in the ownership structure and composition of the DESIGN-BUILDER in writing. Failure to do so constitutes a breach of this Contract by the DESIGN-BUILDER.

13.12) DISPUTE RESOLUTION

- 13.12.1) Except as otherwise provided in the Contract, any dispute arising under this Contract which is not disposed of by agreement, shall be decided by the DIRECTOR or the Director's designee. The DIRECTOR or the Director's

176

designee shall reduce his or her decision to writing and furnish a copy thereof to the DESIGN-BUILDER. This decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the DESIGN-BUILDER shall proceed diligently with the performance of the Contract and in accordance with the DIRECTOR or the Director's designee's interpretation. Any claim by the Contractor shall be certified in accordance with the County's False Claims Ordinance

13.13) CERTIFICATION

13.13.1) The DESIGN-BUILDER certifies that no companies or persons, other than bona fide employees working solely for the DESIGN-BUILDER or the DESIGN-BUILDER'S subconsultants and subcontractors, approved by the COUNTY, have been retained or employed to solicit or secure this Contract or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Contract. The DESIGN-BUILDER also certifies that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the DESIGN-BUILDER or the DESIGN-BUILDER'S County approved subconsultants and subcontractors, to accomplish the Work contemplated under the terms of this Contract. For breach or violation of this Certification, the COUNTY shall have the right to annul this Contract without liability.

13.14) HAZARDOUS CONDITIONS

Unless otherwise expressly provided in the Contract Documents to be part of the Work, DESIGN-BUILDER is not responsible for any pre-existing Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, DESIGN-BUILDER will stop work immediately in the affected area and duly notify COUNTY'S REPRESENTATIVE and, if required by legal or regulatory requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

Upon receiving notice of the presence of suspected Hazardous Conditions, COUNTY shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include COUNTY retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that COUNTY must take to either remove the Hazardous Conditions or render the Hazardous Conditions harmless. The methods of rendering the hazardous conditions harmless may include having the DESIGN-BUILDER construct through or remove the hazardous material as a part of the Project Work. In such instance, the Work involved will be Extra Work and treated with the methods provided in Article 11.5.3 Extra Work and Payment therefore.

DESIGN-BUILDER shall be obligated to resume work at the affected area of the Project only after COUNTY'S expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the affected Work-Site.

DESIGN-BUILDER will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Time(s) to the extent DESIGN-BUILDER'S time of performance has been adversely impacted by the presence of Hazardous Conditions

To the fullest extent permitted by law, COUNTY shall indemnify, defend and hold harmless DESIGN-BUILDER, design consultants, subcontractors, anyone employed directly or indirectly for any of them, and their officers, Director's, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the affected Work-Site.

Notwithstanding the preceding provisions of this Section, COUNTY is not responsible for Hazardous Conditions introduced to the Site by DESIGN-BUILDER, subcontractors or anyone for whose acts they may be liable. DESIGN-BUILDER shall indemnify, defend and hold harmless COUNTY and COUNTY'S officers, Director's, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by DESIGN-BUILDER, subcontractors or anyone for whose acts they may be liable.

13.15) TIME EXTENSIONS AND DELAY

Where the progress of the DESIGN-BUILDER is delayed, and such delay is beyond the control of the DESIGN-BUILDER, and if such delay affects the critical path of the Project, based on the approved Baseline Project Schedule, the DESIGN-BUILDER shall, within five (5) days of the start of the delay, notify the COUNTY'S REPRESENTATIVE in writing of the delay and, if justified, request an extension of the Contract time. Said notice shall specifically detail the nature and cause of the delay, and shall include sufficient, credible, and complete documentation to include, but not limited to, approved schedules and analysis to allow the COUNTY'S REPRESENTATIVE to evaluate the impact of the delay on the DESIGN-BUILDER'S Baseline Project Schedule, as approved by the COUNTY'S REPRESENTATIVE. If the COUNTY'S REPRESENTATIVE finds that the delay is beyond the control of the DESIGN-BUILDER and affects the critical path schedule of the Project, based on the approved Baseline Project Schedule, the COUNTY'S REPRESENTATIVE will grant the DESIGN-BUILDER a non-compensable time extension, as approved by the COUNTY'S REPRESENTATIVE

Proper and timely notification to the COUNTY'S REPRESENTATIVE of the delay, as provided for above, is a condition precedent to any obligation on the part of the COUNTY to grant a non-compensable time extension and/or associated change order, and the failure of the DESIGN-BUILDER to properly and timely render such notice shall serve as a bar on the maintenance or litigation of any claim related for additional time arising out of the delay, and shall serve as a waiver by the DESIGN-BUILDER of any and all such claims.

A non-compensable time extension shall be the sole remedy available to the DESIGN-BUILDER for delays beyond the control of the DESIGN-BUILDER. UNLESS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL A CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. The DESIGN-BUILDER shall not be entitled to an increase in the Contract Sum of payment of compensation of any kind from the COUNTY for direct, indirect, consequential, impact or

other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages, in the liquidated amount specified herein, by the DESIGN-BUILDER as available in law through a court of competent jurisdiction for hindrances or delays caused solely by the bad faith, fraud, or interference of the COUNTY or its agents. Otherwise, the DESIGN-BUILDER shall be entitled only to non-compensable extension of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

If the DESIGN-BUILDER contends that it is entitled to a compensable time extension the DESIGN-BUILDER shall within three (3) days of the start of the action alleged to furnish justification for the compensable time extension, notify the COUNTY'S REPRESENTATIVE in writing of the delay. Said notice shall specifically detail the nature and cause of the delay, the specific action of the COUNTY which renders this delay compensable, and shall include sufficient and credible documentation, to include but not limited to approved schedules, to allow the COUNTY'S REPRESENTATIVE to evaluate the impact of the delay on the DESIGN-BUILDER'S critical path. Proper and timely notification to the COUNTY'S REPRESENTATIVE of the delay, as provided above, is a condition precedent to any obligation on the part of the COUNTY to grant a compensable time extension, and failure of the DESIGN-BUILDER to properly and timely render such notice shall serve as a bar on any litigation related to any claim for time or damages of any sort, including acceleration damages, arising out of the delay and serve as a waiver by the DESIGN-BUILDER of any and all such claims.

The DESIGN-BUILDER shall maintain for the duration of the alleged compensable delay, daily records. The maintenance of said records is a condition precedent to any obligation on the part of the COUNTY as to any compensable time extension. For each day for which said, confirmed, records are lacking, the COUNTY shall have no obligation to the DESIGN-BUILDER as to extra time or compensation, and the lack of such records shall preclude the DESIGN-BUILDER from maintaining any action for damages of any sort or extra time with respect to such delay.

In the event the COUNTY'S REPRESENTATIVE shall grant any time extension, the DESIGN-BUILDER shall submit a revised schedule, compliant with the terms of the General Covenants and Conditions; said revised schedule shall reflect all delays which previously impacted the Work, including delays as may have been caused by the DESIGN-BUILDER, and will reflect all time extensions granted to the date of the revised schedule.

The COUNTY and the DESIGN-BUILDER agree that it is impossible, at the time this Contract is executed, to ascertain the precise amount of damages which the DESIGN-BUILDER may suffer as a result of any compensable delay, and that proof of such damages will be difficult. Therefore, the COUNTY and the DESIGN-BUILDER agree that the sum of five thousand (\$5,000.00) dollars per day of delay is a fair and reasonable sum for all indirect costs as may be borne by the DESIGN-BUILDER due to any compensable delay, including but not limited to, profits, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity and/or efficiency, loss of bonding capacity, loss of opportunity, and all other indirect costs incurred by the DESIGN-BUILDER or its subcontractors, material, men, suppliers, or vendors.

Where a delay for which the DESIGN-BUILDER would be entitled to compensation occurs concurrently with a delay for which the DESIGN-BUILDER would not be entitled to any time extension, the DESIGN-BUILDER shall be entitled to no compensation for the period of such concurrent delay.

The DESIGN-BUILDER shall have no cause of action for the following items, and such items shall neither form the basis of any claim nor be included in compensation by the COUNTY, except insofar as the DESIGN-BUILDER may be due liquidated damages for delay due to the DESIGN-BUILDER pursuant to this Article, and this Article shall be the sole vehicle for recovery of the following items:

1. Home office expenses of any direct costs allocated from the headquarters of the DESIGN-BUILDER
2. Loss of anticipated profits on this or any other project
3. Loss of bonding capacity
4. Losses due to projects not bid on
5. Loss of business opportunities
6. Loss of productivity on this or other project
7. Loss of interest on funds not paid
8. Costs to prepare, negotiate, or prosecute claims
9. Costs spent to achieve compliance with applicable laws and regulations
10. Increased bonding or insurance costs
11. Loss of efficiency
12. Acceleration costs
13. Loss of opportunity
14. All other indirect and consequential costs not listed herein.

13.16) VALUE ENGINEERING PROPOSALS AFTER CONTRACT AWARD (VEPs)

13.16.1) General. DESIGN-BUILDER may, at its sole option and its sole expense, develop, prepare and submit a Value Engineering Proposal ("VEP") to modify the requirements of the Contract Documents, provided that it does so in accordance with the following requirements. DESIGN-BUILDER'S VEP shall clearly demonstrate that modifying the requirements of the Contract Documents would: (a) result in a net reduction in the Contract Price; (b) not impair, in any manner, the essential functions or characteristics of the Project, including, but not limited to, service life, economy of operation, ease of maintenance, desired appearance, design and safety standards; and (c) not adversely impact the Project Schedule or the Contract Time(s). The COUNTY shall have the right, at its sole option and discretion, to accept or reject any VEP.

13.16.2) Definitions. For purposes of this Section, the following terms shall have the following meanings:

"Collateral Costs" means Owner's costs of operation, maintenance, logistic support, or Owner-furnished property, as defined by Owner.

"Collateral Savings" means those measurable net reductions resulting from a VEP in Owner's overall projected Collateral Costs, exclusive of acquisition savings, whether or not the acquisition cost may change.

"DESIGN-BUILDER'S Development and Implementation Costs" means those costs DESIGN-BUILDER and any Subcontractor incurs on a VEP specifically

in developing, testing, preparing, and submitting the VEP, as well as those costs DESIGN-BUILDER incurs to make the modifications to the Contract Documents in the event the Owner accepts the VEP.

"Owner's Costs" means those Owner costs that result directly from developing and implementing the VEP, such as any net increase in the cost of training, testing, operations, maintenance, and logistic support. The term does not include normal Owner administrative costs of processing the VEP.

"Instant Contract Savings" means the estimated reduction in DESIGN-BUILDER'S cost of performance of the Contract that result from Owner's acceptance of the VEP, minus DESIGN-BUILDER'S Development and Implementation Costs.

13.16.3) VEP Preparation and Submission. As a minimum, DESIGN-BUILDER shall include in each VEP the information described in Subparagraphs (A) through (F) below.

- A. A description of the difference between the existing requirements under the Contract Documents and that proposed, including the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of that alteration on performance, reliability, operability or durability.
- B. A list and analysis of the requirements to the Contract Documents that must be modified if the VEP is accepted by Owner, as well as specific suggested language.
- C. A separate, detailed cost estimate for: (i) the affected portions of the existing requirements of the Contract Documents; and (ii) the cost reduction associated with the VEP which shall take into account: (a) DESIGN-BUILDER'S Development and Implementation Costs, all of which shall be separately and clearly detailed; and (b) a description and estimate of the Owner Costs associated with the VEP.
- D. An estimate, to the extent practical, of any effects the VEP would have on Collateral Costs.
- E. A statement of the time by which a Change Order accepting the VEP must be issued in order to achieve the maximum cost reduction.
- F. A statement of the effect acceptance of the VEP will have on the Contract Time(s).

DESIGN-BUILDER shall submit VEPs to Owner with a signed original, ten (10) paper copies and two (2) electronic copies.

13.16.4) Owner's Action.

- A. Owner shall notify DESIGN-BUILDER of the status of the VEP within thirty (30) calendar days after its receipt of the VEP. If additional time is required for evaluation, Owner shall notify DESIGN-BUILDER within the thirty (30) day period and provide the expected date of the decision. Unless Owner's notification specifically states otherwise, DESIGN-

BUILDER shall continue to perform the Work in accordance with the requirements of the Contract Documents.

- B. Owner shall not be liable for any delay in acting upon, or failing to act upon, a VEP.
- C. If the VEP is not accepted, Owner shall notify DESIGN-BUILDER in writing, explaining the reasons for rejection. DESIGN-BUILDER may withdraw any VEP, in whole or in part, at any time before it is accepted or rejected by Owner.
- D. Any VEP may be accepted, in whole or in part, by Owner issuing a Change Order. Owner may accept the VEP, even though an agreement on price reduction has not been reached, by issuing DESIGN-BUILDER a notice to proceed with the change.
- E. Owner shall have the sole and absolute discretion to accept or reject all or part of any VEP, and its decision shall be final, binding and not subject to review through the disputes process set forth in Article 13.12 or in any other manner.
- F. DESIGN-BUILDER shall continue to perform the Work in accordance with the requirements of the Contract until a notice to proceed is issued or a Change Order is issued by Owner incorporating the VEP into the Contract. If a VEP has not been approved by the date upon which DESIGN-BUILDER'S VEP submission specifies that a decision should be made, or such other date as DESIGN-BUILDER may subsequently have requested in writing, such VEP shall be deemed rejected.

13.16.5) Sharing.

- A. Owner's share of savings is determined by subtracting Owner's Costs from Instant Contract Savings, and multiplying the result by fifty percent (50%). The Contract Price will be reduced by the amount of Owner's share of the savings.
- B. Payment of any share due DESIGN-BUILDER shall be as provided in the Change Order authorizing the VEP, which Change Order will modify the Contract Price and will revise any other affected provisions of the Contract Documents, including, if applicable, the Contract Time(s).

13.16.6) Contractual Obligations

- A. Owner shall be the sole judge of the acceptability of any VEP and of the estimated net savings from the adoption of all or any part of such proposal.
- B. The submission of a VEP by DESIGN-BUILDER to Owner shall not in itself affect the rights or obligations of either party under this Contract.
- C. Owner acceptance of a VEP and performance of the cost-reduction Work shall not extend the time of completion of the Contract unless specifically provided for in the Change Order.

D. DESIGN-BUILDER will not be reimbursed for any costs associated with VEPs, if such VEPs are not accepted by Owner.

13.17) SITE CONDITIONS

13.17.1) The COUNTY makes no representations or warranties as to Site conditions at the Work-Site ("Site Conditions"), including, but not limited to the nature or amount of any kind of soil material, the location of any utilities or structures on the Site, the composition or condition of any utility or structure and its contents, the fitness of any material for use as fill or drainage, or the amount of water to be expected. Any information provided herein relating to Site Conditions is provided as advisory only, and is the COUNTY'S best estimate of conditions at a particular location. Please note that underground conditions may vary from those observed by the COUNTY, and that the COUNTY cannot guarantee that the DESIGN-BUILDER will encounter Site Conditions similar to those observed by the COUNTY.

13.17.2) The DESIGN-BUILDER shall, prior to beginning design and construction activities, make whatever Site investigations the DESIGN-BUILDER deems diligent or prudent, and shall take into account all Site Conditions which are known to the DESIGN-BUILDER, or which could be known to the DESIGN-BUILDER with reasonable, diligent, investigation, in planning or executing the Work. Where Site conditions delay the Project, and said delay could have been avoided by reasonable investigations of the Site by the DESIGN-BUILDER, such delay will not be considered to be beyond the control of the DESIGN-BUILDER, and no time extension shall be granted pursuant to Article 13.15 TIME EXTENSIONS AND DELAY of this DESIGN-BUILD CONTRACT.

13.17.3) In the event that Site Conditions differ from those reasonably expected or foreseeable by the DESIGN-BUILDER, the DESIGN-BUILDER shall immediately (within 24 hours), and before such conditions are further disturbed, notify the COUNTY'S REPRESENTATIVE in writing of: (1) subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents, or other information and data that the DESIGN-BUILDER should have known or could have reasonably discovered prior to the proposal submittal date, or two (2) unknown physical conditions at the Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

The COUNTY'S REPRESENTATIVE will promptly investigate the conditions, and if the COUNTY'S REPRESENTATIVE determines that such conditions materially differ from those reasonably expected or foreseeable by the data and information set forth in the geotechnical baseline conditions included in the Design-Criteria Package, Contract Documents or other data and information reasonably available to the DESIGN-BUILDER prior to the proposal date, and such conditions cause an increase or decrease in the DESIGN-BUILDER'S cost of, or the time required for the performance of any part of the Work under the Contract, an adjustment, excluding loss of anticipated profits may be made and the Contract modified in writing accordingly by the COUNTY'S REPRESENTATIVE. The COUNTY'S

REPRESENTATIVE will notify the DESIGN-BUILDER whether or not an adjustment of the contract is warranted.

- 13.17.4) No claim of the DESIGN-BUILDER under this Article will be allowed unless the DESIGN-BUILDER has given the notice required in Article 13.17.3 of this Article and Article 13.18, NOTICE OF POTENTIAL CLAIM.
- 13.17.5) No claim by the DESIGN-BUILDER for a change hereunder will be allowed if asserted after final payment under this Contract.
- 13.17.6) If COUNTY'S REPRESENTATIVE is not given written notice prior to the conditions being further disturbed after the initial discovery by the DESIGN-BUILDER, the DESIGN-BUILDER will be deemed to have waived its right to assert a claim for additional time and compensation arising out of such changed conditions.

13.18) NOTICE OF POTENTIAL CLAIM

- 13.18.1) The DESIGN-BUILDER will not be entitled to additional compensation otherwise payable for any act or failure to act by the COUNTY, the happening of any event or occurrence, or any other cause, unless he shall have given the COUNTY'S REPRESENTATIVE a written notice of potential claim therefore as specified in this Article. The DESIGN-BUILDER understands and agrees that the filing of a notice of potential claim in accordance with this Article is a condition precedent to recovery of any additional time and/or money as a result of any alleged act or omission of the COUNTY and that the failure of the DESIGN-BUILDER to strictly comply is deemed a waiver of all claims.
- 13.18.2) The DESIGN-BUILDER shall provide the COUNTY'S REPRESENTATIVE with immediate verbal notification of any potential claims followed by written notice of potential claims within three (3) days of the verbal notification. The written notice of potential claim shall set forth the reasons for which the DESIGN-BUILDER believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim. If based on an act or failure to act by the COUNTY, such notice shall be given to the COUNTY'S REPRESENTATIVE prior to the time that the DESIGN-BUILDER has started performance of Work giving rise to the potential claim.
- 13.18.3) It is the intention of this Article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the COUNTY'S REPRESENTATIVE at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.
- 13.18.4) The notice requirements of this Article are in addition to those required in other Articles of this Contract.
- 13.18.5) The DESIGN-BUILDER shall segregate all costs associated with each claim. Failure to segregate costs will be grounds for the COUNTY'S rejection of the claim.

- 13.18.6) If the COUNTY decides to pay all or part of a claim for which notice was not timely made, the COUNTY does not waive the right to enforce the notice requirements in connection with any other claim.

13.19) INSPECTING AND TESTING MATERIALS

The inspection and testing of materials and finished articles to be incorporated in the Work shall be made by bureaus, laboratories or agencies experienced in such services. The DESIGN-BUILDER shall submit such samples or such special or test pieces of materials as the COUNTY'S REPRESENTATIVE may require. The cost of the materials or finished articles which may become damaged or destroyed in making the necessary tests to determine whether or not specification requirements are met shall be borne by the DESIGN-BUILDER. The DESIGN-BUILDER shall not incorporate any material or finished article into the Work until the results of the inspections or tests are known and he has been notified by the COUNTY'S REPRESENTATIVE that the material or finished article is accepted. All materials must be of the specified quality and be equal to the approved sample, if a sample has been submitted. Materials or finished articles rejected by the COUNTY'S REPRESENTATIVE shall be promptly removed from the Work-Site.

13.20) CORRECTIONS OF WORK OR MATERIAL

If at any time before the Final Completion of the Project, defects in the Work or materials, unsatisfactory Work or material, poor workmanship, damaged, destroyed, or incorrect Work, are found by the COUNTY'S REPRESENTATIVE, or any other Governmental Agency having jurisdiction over the Work, the DESIGN-BUILDER so notified shall immediately correct such Work at its expense using whatever material and labor necessary in accordance with the plans and specifications.

Previous inspection of such Work or prior approval of any design submittals for compliance will not relieve the DESIGN-BUILDER of its responsibility for any of the above deficiencies, although they may have been overlooked by the COUNTY'S REPRESENTATIVE or may have been the results of damage from any cause. Neglect to make good for any of the above Work shall result in the COUNTY'S REPRESENTATIVE giving notice in writing to the DESIGN-BUILDER specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to correct same. If the DESIGN-BUILDER does not correct such conditions within five (5) days after receipt of such notice, it shall be sufficient grounds for the COUNTY'S REPRESENTATIVE to order the subject Work discontinued and have the Work completely remedied at the expense of the DESIGN-BUILDER.

All materials are to be inspected before use and the DESIGN-BUILDER shall notify the COUNTY'S REPRESENTATIVE in time to enable it to inspect any inaccessible Work or materials before being covered. The DESIGN-BUILDER shall furnish at its expense necessary personnel and facilities for inspection of such Work or materials after being covered, if so required. If in the COUNTY'S REPRESENTATIVE'S opinion the materials or finished items already installed, whether exposed or covered up, are damaged, destroyed or not in compliance with specifications, the COUNTY'S REPRESENTATIVE shall notify the DESIGN-BUILDER in writing, specifying the Work or materials which shall not be incorporated in the Work without replacement or corrective Work sufficient to obtain the COUNTY'S REPRESENTATIVE'S approval. All costs for the correction of said Work or materials shall be borne by the DESIGN-BUILDER.

If, in the opinion of the COUNTY'S REPRESENTATIVE, the structural, mechanical, or electrical integrity of installed Work or materials on Site is questionable, the COUNTY'S REPRESENTATIVE may direct the DESIGN-BUILDER to perform necessary tests to determine the acceptability of the item in question. The DESIGN-BUILDER shall immediately employ a Professional Engineer licensed to practice in the State of Florida, to submit a testing procedure for approval as well as corrective methods of repair or replacement of the Work if required. Engineering, testing and any required corrective Work shall be performed immediately to minimize delays to the Project. If the tested Work or materials are found to have deficiencies or not be in accordance with the best practices of the trade; even if the Department for its' convenience elects to accept the Work or materials, all engineering, testing, and corrective costs shall be borne by the DESIGN-BUILDER. Should the Work or material in question be found to be without deficiencies and in accordance with the best practices of the trade, said costs will be borne by the Department to the extent of actual costs for said services. Any office overhead or other charges will remain with the DESIGN-BUILDER. A non-compensable time extension will be granted if no corrective measures are required by the COUNTY'S REPRESENTATIVE.

In all cases of corrective Work, including tests, prior to performing any Work, the DESIGN-BUILDER must submit its method of correction and obtain approval from the COUNTY'S REPRESENTATIVE prior to correcting, removing, or replacing this Work. The COUNTY'S REPRESENTATIVE will only approve the completed Work when it is satisfactorily performed. All costs for this Work, including testing, shall be borne by the DESIGN-BUILDER.

13.21) SOVEREIGNTY

13.21.1) COUNTY'S Rights as Sovereign. It is expressly understood that notwithstanding any provision of this Contract and the COUNTY'S status thereunder:

(1) The COUNTY retains all of its sovereign prerogatives and rights as a COUNTY under Florida laws and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Project and the Site or the operation thereof, or be liable for the same; and

(2) The COUNTY shall not by virtue of this Contract be obligated to grant the Project Developer any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Project and the Site.

13.21.2) No Liability for Exercise of Police Power. Notwithstanding and prevailing over any contrary provision in this Contract or in any of the Contract Documents, any COUNTY covenant or obligation that may be contained in this Contract or any of the Contract Documents, including but not limited to the following:

86

(1) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the DESIGN-BUILDER regardless of the purpose required for such cooperation;

(2) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(3) To apply for or assist the DESIGN-BUILDER in applying for any COUNTY, City or third party permit or needed approval; or

(4) To contest, defend against, or assist the DESIGN-BUILDER in contesting or defending against any challenge of any nature shall not bind the Board, the Department, Regulatory and Economics Resources or any other COUNTY, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the COUNTY or other applicable governmental agencies in the exercise of its police power; and the COUNTY shall be released and held harmless, by the DESIGN-BUILDER from any liability, responsibility, claims, consequential or other damages, or losses to the DESIGN-BUILDERS or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of permits may require the COUNTY to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Contract, the COUNTY shall have no obligation to approve, in whole or in part, any application by the DESIGN-BUILDER. The COUNTY'S obligation to use reasonable good faith efforts in the processing and obtaining of such permits shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any applications. Moreover, in no event shall a failure of the COUNTY to adopt any of the permits be construed a breach or default of this Contract.

13.22) ENTIRETY OF CONTRACT

This Contract represents the entire and integrated Contract between the COUNTY and the DESIGN-BUILDER and supersedes all prior negotiations, representations, or Contracts, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by approved change order issued by the COUNTY.

13.23) SEVERABILITY

If any provision of this Contract is deemed illegal or unenforceable by a court of law, such portion shall be deemed to be of no effect and shall be deemed stricken from the Contract without affecting the binding force of the Contract as it shall remain after omitting such provision.

13.24) GOVERNING LAWS; SUBMISSION TO JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation between the parties shall be conducted in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida and the parties hereby submit to the jurisdiction of such court. The parties irrevocably waive any objection that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction, including any objection to the laying of venue based on grounds of *forum non conveniens* and any objection based on the grounds of lack of *in personam* jurisdiction

13.25) SURVIVAL

The parties acknowledge that any of the obligations in the Contract which by nature would continue beyond the termination, cancellation or expiration of the Contract including, indemnification, shall survive termination, cancellation or expiration thereof.

13.26) NO WAIVER

No acceptance, order, measurement, payment or certificate of or by the COUNTY or its employees or agents shall either stop the COUNTY from asserting any right or operate as a waiver of any provision hereof or of any power herein reserved to the COUNTY or of any right to damages provided herein.

13.27) REMEDIES

The COUNTY may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the COUNTY. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy. The COUNTY'S rights and remedies as set forth in the Contract are not exclusive and are in addition to any other rights and remedies in law or in equity.

13.28) CONTRACT DOCUMENTS:

As defined previously, the Contract Documents are comprised of this Contract, the Request for Design-Build Services (RDBS) Step One and Step Two documents together with the Design Criteria Package and all addenda thereto, and the DESIGN-BUILDER'S respective submittals/proposal to those RDBS documents, and the construction plans and specifications, samples shop drawings and other submittals as prepared by the DESIGN-BUILDER and approved for compliance in accordance with the previously issued Contract Documents by the COUNTY. Unless specifically defined and approved in writing by the COUNTY such as a substitution or waiver of a specific requirement, all requirements of the RDBS documents, including the Design Criteria Package, and this Contract take precedent over other Contract Documents

13.29) NO THIRD PARTY BENEFICIARIES

Nothing under the Contract Documents shall afford any third party to this Contract, including members of the public, third-party beneficiary status hereunder.

88

13.30) AMENDMENTS

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.31) HEADINGS

The headings used in these General Conditions of the Contract, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.32) COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

13.33) PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The DESIGN-BUILDER shall comply with the state of Florida Public Records Law, Section 119.0701, Florida Statutes, specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the DESIGN-BUILDER upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the DESIGN-BUILDER does not comply with a public records request, the public agency shall enforce Contract provisions in accordance with the Contract

13.34) EMPLOYEES ARE THE RESPONSIBILITY OF THE DESIGNER-BUILDER MANAGER/ INDEPENDENT CONTRACTOR RELATIONSHIP:

The DESIGN-BUILDER is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the DESIGN-BUILDER'S sole direction, supervision and control. The DESIGN-BUILDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the DESIGN-BUILDER'S relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees and agents of the COUNTY. The DESIGN-BUILDER does not have the power or **authority to bind the COUNTY in any promise, agreement or representation other than** specifically provided for in this Contract or a Work Order. The DESIGN-BUILDER shall supply competent employees. The COUNTY may require the DESIGN-BUILDER to remove an

employee if, in the COUNTY'S sole judgment, it deems the employee careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on COUNTY property is not in the best interest of the COUNTY. Each employee shall have and wear proper identification. The COUNTY has the right to authorize the assignment of specific employees through a written task order authorization. The DESIGN-BUILDER shall not replace any employee in the team initially proposed by the DESIGN-BUILDER without prior approval from the Director or the Director's designee. All employees engaged in this Project will be required to submit the attached Exhibit "J" "Conflict of Interest Affidavit".

(This page was intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officials as of the date first above written.

WHEN THE DESIGN-BUILDER IS A CORPORATION

ATTEST:
Secretary:

Tub
Signature

NICHOLSON CONSTRUCTION CO.
Legal Name of Corporation

By:

NICHOLSON CONSTRUCTION CO.
Legal Name of Corporation

[Signature]
Signature

(Corporate Seal)

CHRISTOPHER S. HYNES, PRESIDENT
Legal Name and Title

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements:

Approved for Legal Sufficiency:

Risk Management Division

[Signature]
Assistant County Attorney

Date:

Date:

10/2/13

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Contract to be executed in its name by the County Mayor or the County Mayor's designee, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board of County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

FOR:
**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

**HARVEY RUVIN
Clerk of the Court**

**CARLOS GIMENEZ
County Mayor**

By: Clerk of the Board

By:

Signature

Signature

Date: _____

Date: _____

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared Laurent LeFebvre who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the Proposer of this contract.

I state that the Proposer of this contract:

☒ is not related to any of the other parties proposing in the competitive solicitation, and that the Proposer's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other proposer.

OR

☐ is related to the following parties who proposed in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended Proposer identifies related parties in the competitive solicitation its proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: [Signature]
Signature of Affiant

March 25 20 13
Date

Laurent LeFebvre, executive vice President.
Printed Name of Affiant and Title

25-11024823
Federal Employer Identification Number

Nicholson Construction (Soletanche Bachy Group)
Printed Name of Firm

8725 NW 18 Terrace #304, Doral, FL 33172
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 25 day of March, 20 13

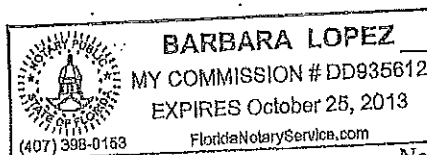
He/She is personally known to me or has presented FL. Drivers license as identification.
(Type of identification)

[Signature]
Signature of Notary

DD935612
Serial Number

Barbara Lopez
Print or Stamp Name of Notary

Notary Public - State of Florida



October 25, 2013
Expiration Date

Notary Seal

93

DEBARMENT DISCLOSURE AFFIDAVIT

Date: March 25, 2013

Project Name: Design build services for the Replacement of the existing 54-inch sanitary

State of FLORIDA

Sewage Force main Pipeline from the central district wastewater Treatment Plant to Fisher Island; under Norris cut.

County of Miami-Dade

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared Laurent Lefebvre, who after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of:

Nicholson Construction

(Legal Name, Corporation, Partnership, Firm, Individual)

hereinafter called the proposer, located at

8725 NW 18 Terrace, #304, Doral, FL 33172

that said proposer, or his agents, officers, principals, stockholders, subcontractors, or their affiliates are not debarred by Miami-Dade County.

Witness:

[Signature]
Signature

Witness:

[Signature]
Signature

Witness:

By:

Legal Name & Title

LAURENT LEFEBVRE, Exec VP
Nicholson Construction

State of FLORIDA

County of Miami-Dade

The foregoing instrument was acknowledged before me this 25 day of March, 2013.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____

FOR A CORPORATION PARTNERSHIP OR JOINT VENTURE:

by Laurent Lefebvre having the title of Executive Vice President

with Nicholson Construction (Sole tanche Bachy Group)

☐ a Florida Corporation ☐ a partnership ☐ a joint venture
on behalf of ☒ corporation ☐ partnership ☐ joint venture

He/She is ☐ personally known to me, or

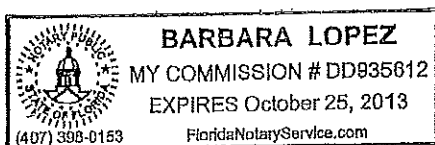
☒ has produced FL Driver license as identification

Notary Signature:

[Signature]

Type or Print Name: Barbara Lopez

Notary Seal:



CRIMINAL RECORD AFFIDAVIT

Date: March 25, 2013

Project Name: Design Build serves for the Replacement of the existing 54-inch Sanitary Sewage Force main pipeline from the central District Wastewater Treatment Plant to Fisher Island, under NORRIS cut.

State of FLORIDA

County of Miami-Dade

Before me, the undersigned authority, authority, authorized to administer oaths and take acknowledgements, personally appeared Laurent Lefebvre, whom after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of:

Nicholson Construction (Soletanche Bachy Group)
(Legal Name, Corporation, Partnership, Firm, Individual)
hereinafter called the bidder or proposer, located at 8725 NW 18 Terrace #304 Doral FL 33172 and that said bidder or proposer, as of the date of this bid or proposal submission:

☒ has not been convicted of a felony during the past ten (10) years, nor does it as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

☐ has been convicted of a felony during the past ten (10) years, or does it as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

Witness: _____

Witness: _____

Witness: _____

By: _____

State of FLORIDA

Signature
Legal Name & Title
Laurent Lefebvre, Exec V.P.
Nicholson Construction

County of Miami-Dade

The foregoing instrument was acknowledged before me this 25 day of March, 20 13.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by Laurent Lefebvre having the title of executive vice president
with Nicholson Construction (Soletanche Bachy Group)

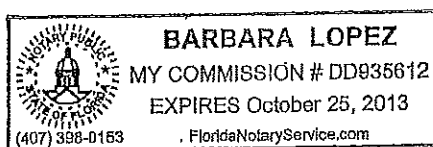
☐ a Florida Corporation ☐ a partnership ☐ a joint venture
on behalf of ☒ corporation ☐ partnership ☐ joint venture

He/She is ☐ personally known to me, or
☒ has produced FL DRIVER LICENSE as identification.

Notary Signature: _____

Type or Print Name: Barbara Lopez

Notary Seal:



95

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. DB12WASD01 for Design Build SRVCS.
2. This sworn statement is submitted by Nicholson Construction whose
(name of entity submitting sworn statement)
business address is 8725 NW 18 Terrace #304, Doral, FL 33172
and (if applicable) its Federal Employer Identification Number (FEIN) is 25-1024823. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is Laurent Lefebvre and my relationship with the entity named
(please print name of individual signing)
above is Executive vice president.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), "Florida Statutes" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market values under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which, I have marked below is true in relation to the entity submitting this sworn statement. (Please, indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989, AND (Please, indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please, attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please, attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please, describe any action taken by or pending with the Department of General Services.)


(Signature)

Date: March 25, 2013

SUBSCRIBED AND SWORN TO (or affirmed) before me on MARCH 25, 2013 (Date)

by Laurent Lefebvre He/She is personally known to me or has presented
(Affiant)

FL DRIVER license as identification.

(Type of Identification)

[Signature]
(Signature of Notary)

DD935612

(Serial Number)

Barbara Lopez

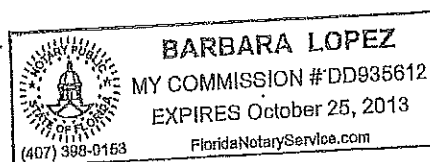
(Print or Stamp Name of Notary)

October 25, 2013

(Expiration Date)

Notary Public FLORIDA
(State)

Notary Seal:





Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : 13 NCC 001 Federal Employer Identification Number (FEIN): 25-102482
Contract Title: Design Build Services for Replacement of the Existing 54" Force Main
Fishler Island to Norris Cut
Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(l) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

The following certifications pertain to Architectural/Engineering Services:

11. Required Listing of Subcontractors and Suppliers on County Contracts Certification Section 10-34 of the County Code	12. Fair Subcontracting Policies Certification Section 2-8.8 of the County Code
13. False Claims Ordinance County Ordinance No. 99-152	

Thomas W. Beggs Jr Secretary TWB
Printed Name of Affiant Printed Title of Affiant Signature of Affiant
Nicholson Construction Co.
Name of Firm
8725 NW 18th Terrace, Suite 304 Doral, FL Oct. 1, 2013
Address of Firm State Date
33172
Zip Code

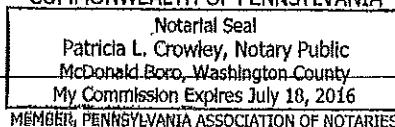
Notary Public Information

Notary Public - State of Pennsylvania County of Allegheny
Subscribed and sworn to (or affirmed) before me this 1st day of October 20 13

by Thomas W. Beggs, Jr. He or she is personally known to me ☒ or has produced identification ☐

Type of identification produced _____

Patricia L. Crowley
Signature of Notary Public



MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

1270806

Serial Number

Print or Stamp of Notary Public

July 18, 2016
Expiration Date 99

Notary Public Seal

02-Dec-13	03-Feb-16	570																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
-----------	-----------	-----	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

[illegible]

[illegible]

EXHIBIT B

US



SMALL BUSINESS DEVELOPMENT UTILIZATION AND ASSURANCE FORM

CBE & CSBE PARTICIPATION ON DESIGN-BUILD PROJECTS

(All design-builders proposing on this design-build project must submit this form at Step 1 – Evaluation of Qualifications)

Project No.: DB12WASD01 Project Title: Design Build SRVS for Replacement of the 54 inch Sanitary Sewage Force Main Pipeline from the central District Wastewater Treatment Plant to Fisher Island, under Norris Cut.
Design-Builder: Nicholson Construction
Address: 8725 NW 18 Terrace City DORAL State FL ZIP 33172
Contact Number: 305 715-2080

The design-builder is committed to the established minimum of 22 % CBE and 10.9 % CSBE utilization on this design-build project.

Laurent Lefebvre President R.P.
Design-Builder's Name & Title

[Signature]
Design-Builder's Signature

03/25/2013
Date

To satisfy the requirements of Step 1 – Evaluation of Qualifications of the SELECTION PROCESS, the following are required:

1. Acknowledge the CBE and CSBE percentage goals established for this project via the Utilization and Assurance Form;
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business CBE and CSBE firms to achieve the established goals as indicated in the Request for Design-Build Services (RDBS).

To satisfy the requirements of Step 2 – Evaluation of Technical and Price Proposal of the SELECTION PROCESS, note the following:

I understand I will be required to submit my company's CBE and CSBE Utilization Plan, which must include a Letter(s) of Agreement (LOA) and Schedule of Intent Affidavit(s) (SOI) from each of the proposed CBE and CSBE firms respectively, who will be utilized to satisfy any portions of the established goals.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

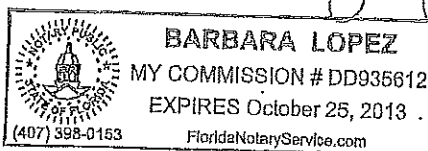
BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Laurent Lefebvre, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

[Signature]
Signature of Owner

SWORN TO and subscribed before me this 25 day of March, 20 13

[Signature]
Signature of Notary Public-State of Florida

My Commission Expires:



CBE-CSBE (Design-Build) Form 105a

123

EXHIBIT B

Letter of Agreement (LOA) Community Business Enterprise Program



From: NICHOLSON CONSTRUCTION

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number DB12-WASD-01 the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Manuel G Vera & Associates, Inc.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
MANUEL G. VERA & ASSOCIATES, INC	1555	3/31/2015	15.01	5.0%

I certify that the representations contained in this form are to the best of my knowledge true and accurate


Proposer's / Design-Builder Signature

Lawrence L. Lechman Jr. P.
Proposer's / Design-Builder's Name/Title (Print)

06/10/2013
(Date)

I certify that the representations contained in this form are to the best of my knowledge true and accurate

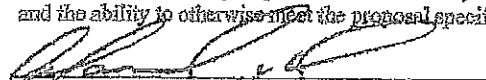

Lead A/E Firm Signature

Arup USA Inc.
Lead A/E Firm Name/Title (Print)

10th June 2013
(Date)

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.


CBE Subconsultant Signature

06/10/2013
Date

Manuel G Vera, Jr., PSM
CBE Subconsultant Name (Print)

Executive Vice President
Title

MANUEL G. VERA & ASSOCIATES, INC
Name of CBE-A/E Firm

Department of Small Business Development

CBE FORM 103

EXHIBIT B

Letter of Agreement (LOA) Community Business Enterprise Program



THIS SECTION MUST BE COMPLETED BY THE PROPOSED DESIGN-BUILDER

From: NICHOLSON CONSTRUCTION

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number DB12-WASD-01 the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: MILIAN, SWAIN & ASSOCIATES, INC.

Name of Certified CBE-A/E *Prime/Sub (CBE meaning the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
MILIAN, SWAIN & ASSOCIATES, INC.	1670	1/31/2015	6.01, 16.00, 10.05	9.0%

I certify that the representations contained in this form are to the best of my knowledge true and accurate

[Signature]
Proposer's / Design-Builder Signature

Lawrence Lefebvre Jr. V.P.
Proposer's / Design-Builder's Name/Title (Print)

06/10/2013
(Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

I certify that the representations contained in this form are to the best of my knowledge true and accurate

[Signature]
Lead A/E Firm Signature

ARUP USA INC.
Lead A/E Firm Name/Title (Print)

10th June 2013
(Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

[Signature]
CBE Subconsultant Signature

6/10/2013
Date

Arsenio Milian
CBE Subconsultant Name (Print)

President
Title

MILIAN, SWAIN & ASSOCIATES, INC.

Name of CBE-A/E Firm

Department of Small Business Development

CBE FORM 105

EXHIBIT B

Letter of Agreement (LOA) Community Business Enterprise Program

MIAMI-DADE
COUNTY

~~THIS SECTION MUST BE COMPLETED BY THE PROPOSER TO THE CONTRACT~~

From: NICHOLSON CONSTRUCTION

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number DS12-WASD-01, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Triangle Associates Inc.

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Triangle Associates Inc.	2376	4/30/2015	6.01, 16.00, 11.00	8.0%

I certify that the representations contained in this form are to the best of my knowledge true and accurate

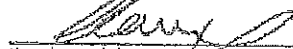

Proposer's / Design-Builder Signature

Kenneth L. Phung - E.V.P.
Proposer's / Design-Builder's Name/Title (Print)

06/10/2013
(Date)

~~COMPLETE THIS SECTION ONLY FOR DESIGN/CONSTRUCTION PROJECTS~~

I certify that the representations contained in this form are to the best of my knowledge true and accurate


Lead A/E Firm Signature

Arup USA Inc.
Lead A/E Firm Name/Title (Print)

6th June 2013
(Date)

~~THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT~~

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.


CBE Subconsultant Signature

June 10 2013
Date

Osiris Quintana

President

CBE Subconsultant Name (Print)

Title

Triangle Associates Inc.

Name of CBE-A/E Firm

Department of Small Business Development

CBE FORM 103

EXHIBIT C



NICHOLSON

DB12-WASD-01 - Design-Build Services for the Replacement of the Existing 54-inch Sanitary Sewage Force Main Pipeline

SCHEDULE OF VALUES

	Prices
1.a) Engineering & Design	\$ 910,000
1.b) Post design services	\$ 290,000
2.) Permitting	\$ 200,000
3.) Mobilization & Demobilization	\$ 7,694,950
4.) Launch Shaft	\$ 6,000,000
5.) Retrieval Shaft	\$ 3,000,000
6.) Tunneling & Concrete Segmental Liner Installation	\$ 28,590,000
7.) Carrier Pipe Installation	\$ 3,400,000
8.) Pipe Installation through Horizontal Directional Drilling	\$ 965,050
9.) Pipe Installation through Open Cut Construction	\$ 5,200,000
10.a) Connections	\$ 540,000
10.b) Line stop and By pass Installation (Nicholson Alternate)	\$ 660,000
11.) Geotechnical, Instrumentation and Monitoring	\$ 320,000
12.) Abandonment of Existing 54" Force Main	\$ 450,000
Total	\$ 58,220,000
a.) Dual Mode (EPB/Slurry) Tunnel Boring Machine, under Item 6, above.	\$ 7,940,000
b.) Hobas Pipe Installed in Tunnel, under Item 7, above.	\$ 2,217,000
c.) HDPE Pipe for HDD Installation, under Item 8, above	\$ 55,000
d.) PCECP Pipe for Open Cut Installation, under Item 9, above.	\$ 3,460,000
4.) Launch Shaft	\$ 6,000,000
4a. Secant piles -	\$ 3,500,000
4 b. excavate and tremie plug.	\$ 300,000
4 c. Break in -	\$ 1,200,000
4d . Site prep -	\$ 500,000
4 e. backfill -	\$ 400,000
4 f. Restoration -	\$ 100,000
5.) Retrieval Shaft	\$ 3,000,000
5a. Secant piles -	\$ 1,900,000
5 b. excavate and tremie plug.	\$ 200,000
5c. Break out-	\$ 300,000
5d . Site prep -	\$ 250,000
5 e. backfill -	\$ 200,000
5 f. Restoration -	\$ 150,000
6.) Tunneling	\$ 28,590,000
6a. Procurement of the equipment.	\$ 7,940,000
6b. Precast Segments	\$ 6,500,000
6.c TBM Installation	\$ 1,100,000
6.d Launching and Breaking In the ground from launch shaft.	\$ 1,850,000
6.e Tunneling from Launching shaft to retrieval shaft.	\$ 10,250,000
6.f Breaking out and retrieval of the TBM	\$ 950,000

EXHIBIT D

Miami-Dade County Water and Sewer Department

The Replacement of the Existing 54-inch Sanitary Sewage Force Main From Central District Wastewater Treatment Plant (CDWWTP) to Fisher Island Under Norris Cut Channel

Alternate Technical
Proposal

ALTERNATE NO. 3 Alternate Bypass System

Provide the title and full technical description and explanation of the Alternate Proposal, including any drawings and / or specifications.

Based on the risk factors associated with installing four (4) 54-in line stops and four (4) 54 in x36 in tapping sleeves and valves on the existing 54-in FM, the Nicholson Team is proposing that an alternate bypass plan be considered. The proposed Alternate Bypass plan consists of performing a single extended bypass for both the conflict resolution at Station 12+00 and the connection at Station 0+00 (Sheet A-1).

Bypass Alternate -- Single Combined Bypass Without Tapping Live 54-inch FM

As per Sheet A-1, utilizing this bypass entails utilizing the 60-in Force Main (from Fisher Island to Station 11+20) and 1100 ft of 42 in HDPE as a temporary bypass, thereby placing the 54-in off service and eliminating the need to tap the existing 54-in FM at this location. A gap will be left in the 60-in FM installation before and after the conflict with the existing 54-in FM (approx. between Stations 11+20 and 11+60) and a separate segment of 60-in PCCP FM will be installed from Station 11+20 up to the connection point at Station 0+20. A 36-in outlet will be provided on the joint just east of Station 11+60 to facilitate the installation of a single 60-in flow-through line stop on the new pipeline.

The second bypass connection is proposed at a location on an existing 54-in FM connection line located approximately 50 ft to the north of the North Grit Chamber No. 2 (Sheet A-1). There is an existing valve and pipe network which can be closed and connected to without interrupting plant operations through which bypass flows can be diverted. Bypass piping will consist of approximately 1100 LF of 42-in HDPE for this extended bypass to reduce friction losses and mitigate potential pressure build-up.

This alternate will require that the segment of proposed 60-in FM between Station 11+20 and 0+20 be capped, restrained and tested separately from the balance of the open cut. Only after this pipe segment and all other piping in the tunnel, shafts, and open cut have been tested and cleared for service will the line stop and bypass installation be initiated. The balance of work to be completed after the bypass has been activated will be removing the 54-in conflict at Station 12+00, installing the short section of 60-in PCCP with closure, and performing the connection at Station 0+00.

Once the bypass has been installed and activated, the following sequence of work will be followed to complete the installation and place the new FM into service.

1. Drain and remove caps from proposed 60-in between STA 11+20 and 0+20
2. Removal of Existing 54-in FM conflict and thrust blocks at STA 11+45
3. Installation of proposed 60-in PCCP FM to connect gap between STA 11+20 and 11+60) with a closure piece.
4. Removal of Existing 54-in FM necessary to complete connection at STA 0+00
5. Installation of 60-in 90 degree bend and 54-in PCCP closure
6. Deactivation and Removal of line stop 30 ft south of connection point.
7. Deactivation and Removal of line stop on new 60-in PCCP at STA 11+60, Installation of a blind flange and removal of bypass piping.

This alternative will mitigate risks associated with the necessary bypassing in the following ways.

- Eliminates all taps and line stops on the live 54-in Force Main
- Reduces the number of line stops to just one.

The Replacement of the Existing 54-inch Sanitary Sewage Force Main From CDWWTP to Fisher Island Under Norris Cut Channel

- Reduces the time of bypass activation to about 1-2 weeks.
- Reducing the number of necessary outlets by utilizing a flow-through line stop

What RDBS requirement, with reference document, article and page number, is being modified or excluded by this alternate?

RDBS, Page 6 of 42, Section 1.2 - Scope of Services, states,

Additionally, the Design Builder shall design and construct all ancillary piping, tapping, temporary bypass, and tie-in connections to facilitate successful construction and commissioning the new 60-in sanitary sewer force main without any interruption of service to the existing 54-in sanitary sewer force main. The Design Builder shall limit all tunnel construction, staging, and access to existing utility easements or those that are currently being acquired by Miami-Dade Water and Sewer Department to support the construction of the project.

This alternate does not propose a change to the RDBS language, but is being presented as an alternate as it differs from the conceptual plan.

How will the Alternate proposal provide an equal, or better, project scope and performance than what is specified in the RDBS. What advantages are associated with the alternate which the proposer believes are of value to the County?

This alternative will mitigate risks associated with the necessary bypassing in the following ways.

- Eliminates all taps and line stops on the live 54-in Force Main
- Reduces the number of line stops to just one.
- Reduces the time of bypass activation to about 1-2 weeks.
- Reducing the number of necessary outlets by utilizing a flow-through line stop

How will the Alternate Proposal affect existing agreements with stakeholders with respect to land access or usage, existing easements, and permits, and how will the Design-Builder avoid any negative impacts and increased risks.

This alternate does not affect any existing agreements and reduces potential negative impacts and risks to the project.

How will the Alternate Proposal not increase risk if it reduces separation from existing utilities or structures, including the existing 54-inch sewer force main, than the Base Proposal.

This alternate does not affect the long term operation as it is a temporary measure.

How will the Alternate Proposal not increase risk if it reduces separation from existing utilities or structures, including the existing 54-inch sewer force main, than the Base Proposal.

This alternate bypass plan does not increase risk, it eliminates the risk associated with the working near the 54-in as the 54-in FM will not need to be touched until it is out of service.

How will the Alternate Proposal; not decrease the required 80 year design life if different materials or coatings other than those identified in the Base Proposal are proposed.

This alternate does not affect the required design life as it is a temporary measure.

How will the Alternate Proposal not affect the permit status of the existing 54-inch force main which has a peak flow capacity of 60 million gallons per day

This alternate does not affect the permit status as it is a temporary measure.

What risks are involved in implementing this Alternate Proposal and how will the Design-Builder avoid or mitigate those risks?

This alternate bypass plan does not increase risk, it eliminate the risk associated with the working near the 54-in as the 54-in FM will not need to be touched until it is out of service.

Alternate Proposal

Design-Builder's Name: Nicholson Const Alternate Proposal: 3

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR DESIGN-BUILD SERVICES (RDBS)
ISD FORM 6A, ALTERNATE PROPOSAL PRICE

MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT

DESIGN-BUILD SERVICES FOR THE REPLACEMENT OF THE EXISTING 54-INCH SANITARY
SEWAGE FORCE MAIN PIPELINE FROM THE CENTRAL DISTRICT WASTEWATER TREATMENT
PLANT TO FISHER ISLAND, UNDER NORRIS CUT CHANNEL
ISD PROJECT NO. DB12-WASD-01

ALTERNATE PROPOSAL CONTRACT PRICE

ALTERNATE TECHNICAL PROPOSAL NO. (s) 3

DESCRIPTION: Alternate Bypass System

(List or describe the alternate or combination of alternates priced on this Form)

With respect to subject Project titled above, DESIGN-BUILDER states that its Alternate Proposal Contract Price (Lump Sum) for providing services as specified in the Request for Design-Build Services (RDBS), Step 2, is the following:

ALTERNATE PROPOSAL CONTRACT PRICE

1. ENGINEERING AND DESIGN

A. Base Proposal	\$ <u>1,200,000</u>
B. Deduction for Engineering and Design	\$ <u>(0)</u>
C. Total Cost Engineering and Design (1A minus 1B)	\$ <u>1,200,000</u>

2. CONSTRUCTION

A. Base Proposal	\$ <u>57,750,000</u>
B. Deduction for Construction	\$ <u>(730,000)</u>
C. Total Cost Construction (2A minus 2B)	\$ <u>57,020,000</u>

3. ALTERNATE PROPOSAL CONTRACT PRICE (LUMP SUM) (1C + 2C) \$ 58,220,000
(FIGURES)

Fifty Eight Million Two Hundred Twenty Thousand DOLLARS
(WORDS)

Alternate Proposal

Design-Builder's Name: Nicholson Const. Alternate Proposal: 3

NOTES:

1. The sum of 1A and 2A must match the base proposal submitted (ISD Form 6) to the County in the Design-Builder's Base Proposal envelope.
2. The alternate can only be considered if the Cost Alternate Proposal Contract Price (item 3 above) is less than or equal to the sum of 1A and 2A above.
3. If an Alternate Proposal is validated and accepted by the CSC, the County shall open the base proposal envelope to verify that the base proposal price stated on the Alternate Proposal form is accurate.
4. If a material irregularity exists between the base proposal price on ISD Form 6 and the base proposal indicated on the Alternate Proposal Form, items 1A and/or 2A, the Alternate Proposal may be deemed non-compliant.
5. If the Alternate Proposal form is not executed or properly completed, the Alternate Proposal may be deemed non-compliant.
6. In the case that the validated and accepted Alternate Proposal is deemed non-compliant, the CSC may opt to evaluate the base proposal and assign point values based upon the base proposal submitted. Those scores will be utilized to calculate the Adjusted Bid.

THIS ALTERNATE PROPOSAL CONTRACT PRICE IS PROVIDED BY THE DESIGN-BUILDER TO REPLACE THE BASE PROPOSAL CONTRACT PRICE AND BE UTILIZED FOR CALCULATION OF THE ADJUSTED BID, IF THE ALTERNATE TECHNICAL PROPOSAL APPLICABLE TO THIS PRICE IS VALIDATED AND ACCEPTED BY THE CSC.

TO THE ALTERNATE PROPOSAL CONTRACT PRICE STATED ABOVE, MIAMI-DADE COUNTY SHALL ADD MIAMI DADE WATER AND SEWER DEPARTMENT'S CONTINGENCIES AND DEDICATED ALLOWANCES TO DETERMINE THE TOTAL CONTRACT AMOUNT. MIAMI DADE WATER AND SEWER DEPARTMENTS'S CONTINGENCIES SHALL INCLUDE THOSE FOR (1) ENGINEERING AND DESIGN (10% OF ITEM 1C ABOVE) AND (2) CONSTRUCTION (5% OF ITEM 2C ABOVE). DEDICATED ALLOWANCES SHALL BE THE SUM OF AGENCY PERMIT FEES (3% OF ITEM 2C), PLUS \$6,500,000.00 FOR UNFORESEEN GEOTECHNICAL CONDITIONS, PLUS \$1,500,000.00 FOR UNKNOWN EXISTING PIPE CONDITIONS, PLUS \$1,000,000.00 FOR ENVIRONMENTAL CONTROLS AND MONITORING, PLUS \$200,000.00 FOR UNFORESEEN STAKEHOLDER REQUIREMENTS. THE TOTAL CONTRACT AMOUNT WILL BE CALCULATED BY THE COUNTY FOLLOWING RECEIPT OF THE ALTERNATE PROPOSAL DESIGN-BUILD CONTRACT PRICE SET FORTH IN ITEM 3.

The Total Contract Amount resulting from the addition of the Alternate Proposal Contract Price and the stated contingencies and dedicated allowances shall be used to determine the amount of the Payment and Performance Bonds required from the awarded Proposer.

LIQUIDATED DAMAGES: As indicated in the Design-Build Contract, if DESIGN-BUILDER fails to achieve the Substantial Completion Contract Date, liquidated damages will be assessed by the Owner for delays caused by the Design-Builder at the rate of \$5,000.00 per day for each calendar day that the Design-Builder overruns the Substantial Completion Contract Date and \$1,500 per day for each calendar day that the Design-Builder overruns the Final Completion Date. Such damages are cumulative if and when Design-Builder overruns both Contract Dates.

Alte

Alternate Proposal

Design-Builder's Name: Nicholson Co 461. Alternate Proposal: 3

WHEN THE DESIGN-BUILDER IS AN INDIVIDUAL or SOLE PROPRIETORSHIP
or OPERATES UNDER A TRADE MARK

ATTEST:

Witness: _____

By: _____
Signature

Witness: _____
Signature

Legal Name

(Seal)

The Design-Builder's Alternate Proposal Contract Price (Lump Sum) shall be submitted in
Alternate Proposal, and in the manner stated herein, without exception or any qualification
exception allowed to this requirement.

Design-Builder: Nicholson Construction Company

Authorized Signature: 

Print Name & Title: Laurent Lefebvre, executive V.P.

Federal Employer Identification Number: 25-1024823

Address: 8725 NW 18 Terrace, suite 304

City/State/Zip: Doral, FL 33172

Telephone: 305 715-2080

NEW 60" PIPELINE ALONG CONCRETE ALIGNMENT
FOR CROSSING OF EXISTING 54" PIPELINE (11+50)
INJECTION TO EXISTING PIPELINE (0+100)

36" TEMPORARY BYPASS

INSTALL TEMPORARY BYPASS FROM A FLANGE CONNECTION (E)
ON THE NEW 60" PIPELINE AT 11+50

IS

FLOW

00+85

00+00

00+10

FLOW

00+20

00+30

00+40

00+50

STAGE ①

ON INTO NEW 60" PIPELINE AND
57" BYPASS

36" TEMPORARY BYPASS

LINE STOP

FLOW

00+80

00+00

00+10

FLOW

00+20

00+30

00+40

00+50

REMOVE EXISTING 54" AT JUNCTION AND MAKE
CONNECTION FROM 60" TO 54" PIPELINE (E)

INSTALL TAPPING SLEEVE
AND DUE BLOCK

STAGE ②

TEAR, 36" BYPASS

(2) PROPOSED
36" 90° BEND

STAGE ③

REMOVE LINE STOPS, TAPS AND
TEMPORARY BYPASS

TO CONNECTION

POSED
57" BEND

Alternate Proposal

Design-Builder's Name: Nicholson Const. Alternate Proposal: 3

WHEN THE DESIGN-BUILDER IS A PARTNERSHIP or JOINT VENTURE
(To be signed by each partner/venturer)

ATTEST:

Witness: _____

Witness: _____

Witness: _____

Witness: _____

(Seal)

Legal name of Partnership/Joint Venture

By: _____
Signature

Name and Title

By: _____
Signature

Name and Title

WHEN THE DESIGN-BUILDER IS A CORPORATION

ATTEST:

Secretary: [Signature]
Signature

Nicholson Construction Company
Legal Name

Thomas W. Rogers, Jr. Secretary
Name and Title

(Corporate Seal)

Nicholson Construction Company
Legal Name

By: [Signature] 6/12/2013
Signature Date
Laurent Zephane

WHEN THE DESIGN-BUILDER IS A LIMITED LIABILITY COMPANY (LLC)

ATTEST:

Witness: _____

Witness: _____

(Seal)

Legal name of LLC

By: _____
Signature Date

Name and Title

**NICHOLSON**

Project: Replacement Of the 54 inch Sanitary Sewage Force Main Pipeline from the Central District Wastewater Treatment Plant to Fisher Island, Under Norris Cut Channel.

Re: Write-Up for Alternate Bypass Plan for Norris Cut Open Cut Installation

Please find the following write-up that was prepared which describes the alternate bypass sequence and details. This is consistent with what was presented in the presentation (See attached Figures). Please advise if additional information is required.

Bypass Alternate - Single Combined Bypass Without Tapping Live 54-inch FM

As per attached **Figures**, utilizing this bypass entails utilizing the 60-inch Force Main (from Fisher Island to Station 11+20) and 1100 feet of 42" HDPE as a temporary bypass, thereby placing the 54-inch off service and eliminating the need to tap the existing 54-inch FM at this location. A gap will be left in the 60-in FM installation before and after the conflict with the existing 54-inch FM (approx. between Stations 11+20 and 11+60) and a separate segment of 60-inch PCCP FM will be installed from Station 11+20 up to the connection point at Station 0+20. A 36-inch outlet will be provided on the joint just East of Station 12+00 to facilitate the installation of a single 60-inch flow-through line stop on the new pipeline.

The second bypass connection is proposed at a location on the existing 54" FM located within the North Meter Chamber of the North Grit Chamber No. 2 (**see Connection Detail attached**). There is an existing valve and pipe network which can be closed and connected to without interrupting plant operations through which bypass flows can be diverted. We anticipate that the proposed connection point consists of 54" DIP Piping within the chamber. If there is sufficient room, we will cut-in a tee with a sleeve. Alternatively, a tapping sleeve can be utilized to make this connection. Bypass piping will connect to this tee and will consist of approximately 1100 LF of 42-inch HDPE.

This alternate will require that the segment of proposed 60-inch FM between Station 11+20 and 0+20 be capped, restrained and tested separately from the balance of the open cut. Only after this pipe segment and all other piping in the tunnel, shafts, and open cut have been tested and cleared for service will the line

Exist. 54"
PCCP FM



Connect Bypass at STA 12+00 to 36" Outlet
on Prop. 60" PCCP & Install 60" Line Stop

1,100 LF - 42" HDPE Bypa

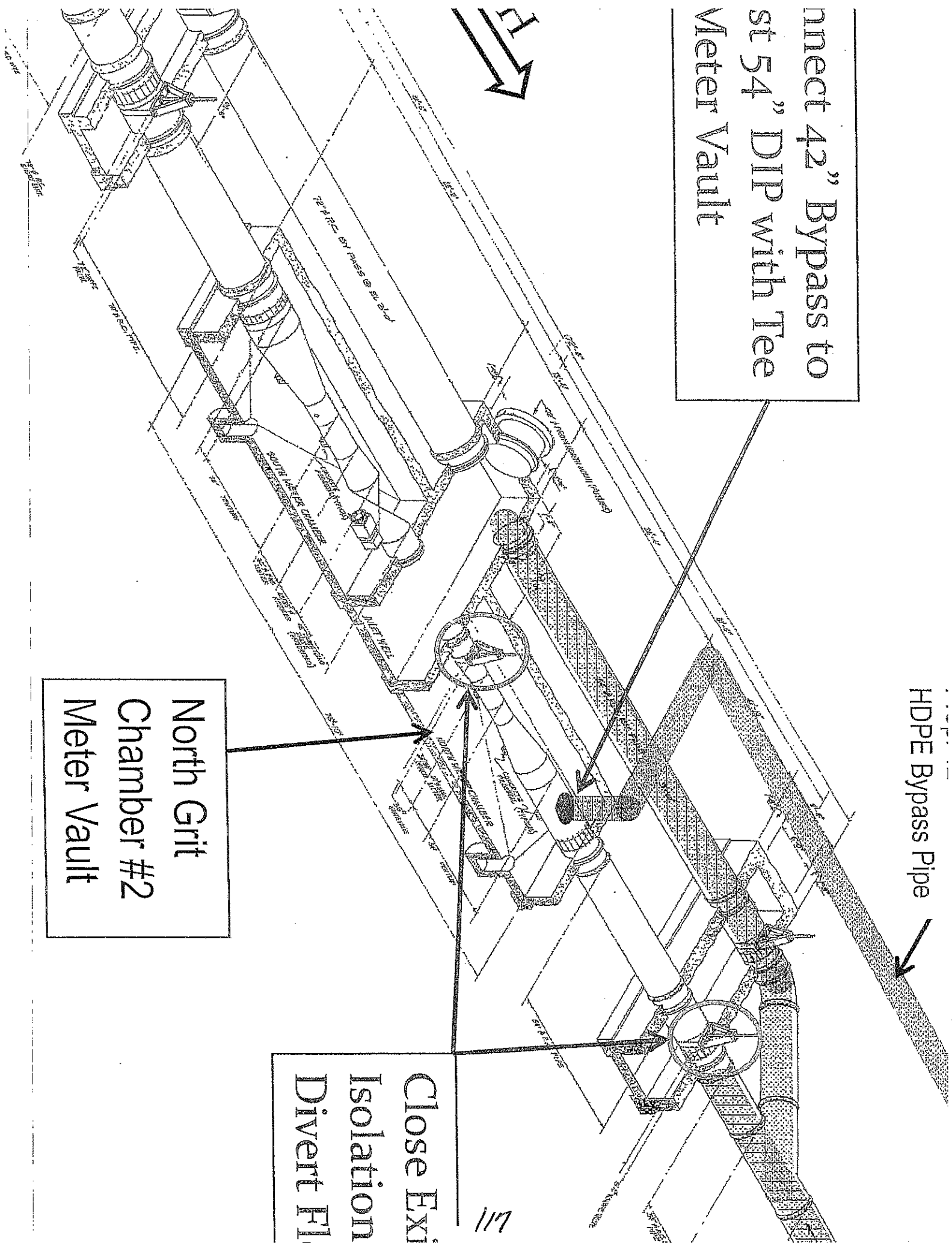
116

Connect 42" Bypass to
st 54" DIP with Tee
Meter Vault

HDPE Bypass Pipe

North Grit
Chamber #2
Meter Vault

Close Exi
Isolation
Divert Fl



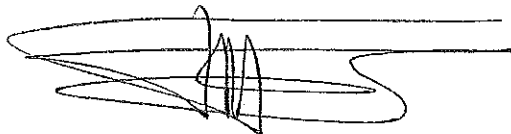
stop and bypass installation be initiated. The balance of work to be completed after the bypass has been activated will be removing the 54-inch conflict at Station 11+60, installing the short section of 60-inch PCCP with closure, and performing the connection at Station 0+00.

Once the bypass has been installed and activated, the following sequence of work will be followed to complete the installation and place the new FM into service.

- 1) Drain and remove caps from proposed 60-inch between STA 11+20 and 0+20
- 2) Removal of Existing 54-inch FM conflict and thrust blocks at STA 11+45
- 3) Installation of proposed 60-inch PCCP FM to connect gap between STA 11+20 and 11+60] with a closure piece.
- 4) Removal of Existing 54-inch FM necessary to complete connection at STA 0+00
- 5) Installation of 60-inch 90 degree bend and 54-inch PCCP closure
- 6) Deactivation and Removal of line stop on new 60-inch PCCP at STA 11+60, installation of a blind flange.
- 7) Redivert flows through existing meter vault piping and remove bypass piping,
- 8) Transfer of service is complete.

This hope this procedure clearly defines the intended alternate bypass plan. We expect to work with the Engineers to further refine this design in subsequent submittals to the County for approval. Please advise if additional information is required at this time.

Respectfully,



Lauren L. Lufkin

EXHIBIT E



Julia B. Taylor, AFSB
Assistant Vice President

Marsh USA Inc.
1265 23rd Street NW
Suite 400
Washington, DC 20037
202 263 7742
Julia.B.Taylor@Marsh.com
www.marsh.com

March 05, 2013

To Whom It May Concern:

Re: Nicholson Construction Company

Gentlemen:

Fidelity and Deposit Company of Maryland, a corporation under the laws of the State of Maryland, with an office and place of business located at 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196-1056 and Western Surety Company, a corporation under the laws of the State of South Dakota, with an office and place of business located at PO Box 5077, Sioux Falls, SD 57117-5077, represent Nicholson Construction Company for its surety bonding needs. As of the date of this writing, Nicholson Construction Company remains in good standing with Fidelity and Deposit Company of Maryland and Western Surety Company, which is affording continued surety credit for bonded obligations with single project sizes up to \$20,000,000.00 within an aggregate bonded surety program of \$250,000,000.00.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of Fidelity and Deposit Company of Maryland's and Western Surety Company's past experience and confidence in the firm. We reserve the right to review terms and conditions of any proposals, contract documents, bond forms, financial arrangements and other underwriting considerations at the time the contract is awarded.

If you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,

Fidelity and Deposit Company
of Maryland

Julia B. Taylor, Attorney-in-fact
Rated A / XV by A. M. Best

Western Surety Company

Julia B. Taylor, Attorney-in-fact
Rated A / XV by A. M. Best

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Julia B. TAYLOR, David C. MOYLAN, Adanna BRATHWAITE, David SAUL and Eria M. MARGELIS**, all of Washington, District of Columbia, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of August, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By

Gerald F. Haley

*Assistant Secretary
Gerald F. Haley*

Geoffrey Delisio

*Vice President
Geoffrey Delisio*

State of Maryland
City of Baltimore

On this 27th day of August, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO**, Vice President, and **GERALD F. HALEY**, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25 day of March, 2003.



A handwritten signature in cursive script that reads "James M. Carroll".

James M. Carroll, Vice President

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Erin M Margelis, Julia B Taylor, David C Moylan, Adanna Brathwaite, David Saul,
Individually**

of Washington, DC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of February, 2013,



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

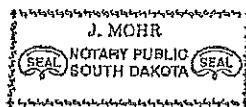
State of South Dakota }
County of Minnehaha }

ss

On this 21st day of February, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 05 day of March, 2013



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 9 – Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

See attached Exhibit F-1.

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____

Date: Oct. 1, 2013

Proposer's Name: _____

Nicholson Construction Co.

EXHIBIT F-1.

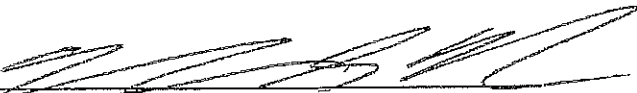
PROCUREMENT POLICY

It is the policy of Nicholson Construction Company (Nicholson) to afford equal opportunity to all vendors and suppliers of material to firms providing goods and services, and such vendors and suppliers shall not be discriminated against based on the owner's race, age, sex, religion, disability, color, national origin, or status as a veteran.

Nicholson will:

1. Solicit bids from all qualified firms, regardless of ownership, including the utilization of lists of qualified vendors maintained by the Office of Capital Improvements.
2. Evaluate all bids so as to further the principles of non-discrimination and equal opportunity.
3. Ensure that final purchases are in accordance with the principals of equal opportunity.
4. Ensure that all procurement actions such as repeat purchases, extensions, change orders, acceptance policies, etc., will be administered without regard to race, age, sex, religion, status as a veteran or national origin.

I firmly endorse and support our EQUAL OPPORTUNITY PROGRAM and have established an AFFIRMATIVE ACTION PROGRAM to ensure our continued commitment. I am confident that all subsidiaries and affiliates will provide their full support, cooperation and effort to ensure the committed successful achievement of this program.



Christopher S. Hynes, President

6 April 2013

Date

PROCUREMENT PROCEDURES

Nicholson Construction Company (Nicholson) shall purchase all commodities, equipment and services through the normal purchasing procedures implemented by department heads, supervisors and others responsible for purchasing for Nicholson.

The following bidding procedures shall be utilized (bidding requirements are based on total cost of the purchase):

1. Purchases \$250 to \$999:

Telephone quotes will be obtained from at least three (3) businesses, particularly when the vendor list contains more than three (3) suppliers for the requested service or commodity. The Purchase Order will be issued to the lowest qualified and responsible bidder.

2. Purchases \$1,000 to \$4,999:

Written quotes will be solicited using the Solicitation of Quote form detailing the items or services to be purchased and other pertinent information and mailed to interested businesses. The Purchase Orders shall be issued to the lowest qualified and responsible bidder.

3. Purchases \$5,000 and Up:

Formal sealed bids will be solicited by mailing an "Invitation to Bid" form to interested companies. All bids must be received prior to or by the scheduled bid opening date and time. Bids received after the scheduled opening will be returned to the bidder unopened. At the scheduled date and time, the bids are opened and read publicly. The award will be made to the lowest qualified and responsible bidder meeting the specifications.

Firm Name of Prime Contractor/Respondent Nicholson Construction Co.

Project/Contract Number DB12- WASH-01 / 13 NCCGG1

FEIN# 25-1024823

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

[illegible][illegible]

I certify that the ~~representations~~ contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidding Respondent

THOMAS W. BEES JR.

Print Name

Secret
Print Title

Date Oct. 1, 2013

EXHIBIT G

**MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 10 – SUBCONTRACTORS PAYMENT REPORT
(Ordinance 11-90)**

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies between Contract Value and Total Amount Paid when applicable.

PRIME CONTRACTOR/VENDOR: _____

FEIN: _____

PROJECT/CONTRACT NAME: _____

PROJECT/CONTRACT NUMBER: _____

CONTRACT AWARD DATE: _____

CONTRACT AWARD AMOUNT: _____

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

COMPLETED FORM MUST BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.

Signature _____

Print Name and Title _____

Date _____

For Departmental Use Only

Department Signature _____

Print Name and Title _____

Date _____

Contractor in Compliance ☐

129



DEPARTMENT OF
BUSINESS DEVELOPMENT

☐ MONTHLY REPORT (PARTS 1A & 1B) ☐ FINAL REPORT (PARTS 1A, 2 & 3)

PARTS 1A & 1B This part is to be completed by the Prime Consultant and forwarded to the User Department

This report is required by Metropolitan Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statutes (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent to lead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

A. REPORTING PERIOD		PROJECT NAME		PROJECT NO.	
FROM:		PROJECT LOCATION		NTP DATE	
TO:		USER DEPARTMENT			
		USER DEPT. PROJ. MANAGER		PHONE	
				FACSIMILE	
AMOUNT REQUISITIONED THIS PERIOD		AMOUNT REQUESTIONED TO DATE		AMOUNT PAID TO DATE	
AMOUNT SUBS REQUISITIONED THIS PERIOD		AMOUNT SUBS REQUESTIONED TO DATE		AMOUNT PAID TO SUBS TO DATE	
PRIME CONTRACTOR		CONTRACT AWARD		CHANGE ORDER MODIFICATION AMOUNT	
		DATE	AGREEMENT AMOUNT	ADDITIONAL SERVICES AMOUNT	
NAME OF FIRM		SCHEDULE COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED	
ADDRESS		PROJECT MANAGER (PRIME CONTR.)			
TELEPHONE		FACSIMILE			

B. SUBCONSULTANTS					
NAME OF SUBCONSULTANT	AGREEMENT AMOUNT	DESCRIPTION OF WORK	GOAL (IF APPLICABLE) %	\$ AMOUNT SUB-REQUESTIONED THIS PERIOD	AMOUNT PAID TO SUB TO DATE
AUTHORIZED SIGNATURE OF PRIME CONTRACTOR			PRINT NAME		DATE

COUNTY USE This part is to be completed by the User Department and forwarded to DBD upon approval.

AUTHORIZED SIGNATURE OF PROJECT MANAGER		DATE
PRINT NAME		

IMPORTANT: FOR THE MONTHLY REPORT, COMPLETE FRONT PAGE ONLY. FOR THE FINAL REPORT, COMPLETE FRONT AND BACK PAGES.

PART 2

SUBCONSULTANTS

131

PART 3

Sworn before me:

SIGNATURE OF AFFILIANT (PRIME CONSULTANT)

TITLE

This _____ day of _____, 2002

PRINTED NAME OF AFFIANT

DATE _____

NOTARY PUBLIC

COUNTY USE

This part is to be completed by the User Department and forwarded with Final Requisition to DBD.

AUTHORIZED SIGNATURE OF PROJECT MANAGER

PRINT NAME _____

EDWARD

Exhibit "I"
Truth-In-Negotiation Certificate

Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars (\$150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

This sworn statement is submitted for:

PROJECT TITLE Design Build Services for the Replacement of the 54" Force Main from Central District WW Treatment Plant to Fisher Cut
PROJECT NUMBER DB12-WASD-01

Before me the undersigned authority appeared Thomas W. Beggs Jr. (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who certifies that the wage, rates, and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

Thomas W. Beggs Jr.
(Signature of Authorized Representative)

Title Secretary

Date Oct. 1, 2013

STATE OF:
COUNTY OF:

The above certifications/verifications were acknowledged before me this 31st day of October, 2013,

by Thomas W. Beggs Jr.
(Authorized Representative)
of Nicholson Construction Company
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Patricia L. Crowley
(Signature of Notary)

Notary Stamp or Seal:

Patricia L. Crowley
(Print Name)

Notary Commission Number: 1270806
My Commission Expires: July 18, 2016

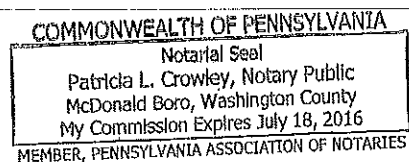


EXHIBIT "J"

AFFIDAVIT

I, _____, being first duly sworn, state:

1. I am employed by _____ to work on the Miami-Dade Water and Sewer Department's project related to the Design-Build services for the replacement of the existing 54-inch force main from Central District Wastewater Treatment Plant to Fisher Island under the Norris Cut Channel ("Project").
2. I am not employed by nor receive any compensation from any other person; consultant or contractor for work related the Project.
3. If I am engaged in any additional employment not related to the Project, I shall immediately disclose such employment to my employer (named above in #1) and the Miami-Dade Water and Sewer Department (MDWASD).
4. If I obtain employment from another person, consultant or contractor working on any of the Project, I shall disclose such employment to MDWASD.
5. Neither I nor any of my immediate family (spouse, parents, children) have any financial interests or business interests in any of the contractors working on any of the Project.
6. This Affidavit was requested by and being provided to MDWASD. I have acknowledged that MDWASD is relying on this Affidavit to ensure that I have no conflicts of interest when performing work of the Project.

Date

Name of Affiant

Signature

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

Notary Public

Print Name

Serial Number



Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : 13 NCC 061 Federal Employer Identification Number (FEIN): 25-1024823
Contract Title: Design Build Services for the Replacement of the Existing 54" Force Main from Central District WW Treatment Plant to Fisher Island Under Morris Canal
Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

The following certifications pertain to Architectural/Engineering Services:

11. Required Listing of Subcontractors and Suppliers on County Contracts Certification Section 10-34 of the County Code	12. Fair Subcontracting Policies Certification Section 2-8.8 of the County Code
13. False Claims Ordinance County Ordinance No. 99-152	

Thomas W. Beggs Jr. Printed Name of Affiant
Nicholson Construction Co. Name of Firm
3725 NW 18th Terrace, Suite 304, Doral, FL Address of Firm
Secretary Printed Title of Affiant
TWB Signature of Affiant
Oct. 1, 2013 Date
33172 Zip Code

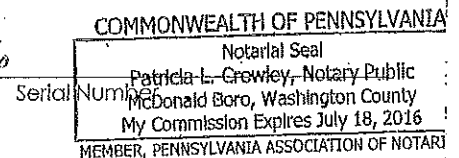
Notary Public Information

Notary Public - State of Pennsylvania County of Allegheny
Subscribed and sworn to (or affirmed) before me this 1st day of October 20 13
Thomas W. Beggs, Jr. He or she is personally known to me ☒ or has produced identification ☐

Place of identification produced _____

Patricia L. Crowley
Signature of Notary Public

1270806



Print or Stamp of Notary Public

July 18, 2016
Expiration Date

134

Notary Public Seal

David, Patty (WASD)

From: Hill, Patrice (RER)
Sent: Wednesday, September 04, 2013 8:36 AM
To: David, Patty (WASD)
Subject: RE: Firm History Report

Good morning,

According to our database, Nicholson Construction Company does not show any work in the last five years.

Thanks,

Patrice Hill, Administrative Officer 2
Regulatory and Economic Resources Department
Small Business Development Division

Hillp@miamidade.gov

305-375-3103 (office)

305-375-3160 (fax)

"Delivering Excellence Every Day"

"Don't take the weight of the world on your shoulders...live one day at a time!"



Please consider the environment before printing this e-mail.

From: David, Patty (WASD)
Sent: Tuesday, September 03, 2013 12:56 PM
To: Hill, Patrice (RER)
Subject: Firm History Report

Hi,

Can you please send me the firm history report for Nicholson Construction Company for the past five years.

Thank you.

Patty David
Acting Chief
Intergovernmental Affairs Section
Miami-Dade Water and Sewer Department
3071 SW 38th Avenue, Suite 538-6
Miami, Florida 33146
Office: 786-552-8040
Fax: 786-552-8628

"Delivering Excellence Every Day"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All E-mail sent and received is captured by our servers and kept as a public record.



AECOM
800 Douglas Entrance
North Tower, 2nd Floor
Coral Gables, FL, 33134
www.aecom.com

305 719 4828 tel
305 716 6166 fax

September 20, 2012

Victor Fernandez-Cuervo, PE
Senior Project Manager
MDWASD
3725 South LeJeune Road
Miami, FL 33134

Re: DB12-WASD-01/ Norris Cut Tunnel Replacement/ Nicholson/ Pricing Analysis

Dear Mr. Fernandez-Cuervo,

AECOM has reviewed the total price bid by Nicholson for the engineering and construction elements of the project and finds it adequate.

The proposed construction price of \$57.22M is within 7.4% of the Design Engineer's (AECOM) Opinion of Probable Costs (OPC) of \$61.81M. Based on information provided in the Technical Proposal, Nicholson realized construction savings by: (1) providing an alternate bypass that saved the County \$ 0.73M; (2) optimized the size of the tunnel by proposing an inside diameter of 7.4 feet which satisfied the minimum design requirement; (3) used existing segment molds owned and maintained in their equipment inventories with specifications equivalent to those required for the Norris Cut project; and (4) reduced applied risk contingencies for grouting/soil stabilizations program based on local knowledge and "lessons learned" on the Port of Miami Tunnel Project.

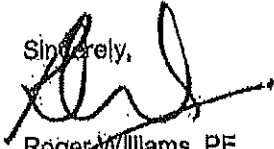
Nicholson's proposed Engineering and Design fee of \$1.2M represents an 80% reduction to the Design Engineers OPC of \$ 6.18M. It is our opinion that lower price bid was based on the following factors: (1) Engineering Team's concurrence with the detailed survey, geotechnical, preliminary design and other information provided in the Design Criteria Package alleviating the need for supplemental engineering studies/evaluation; (2) past experience/ teaming relationships with the proposed lead designer, ARUP, which provided opportunities to optimize engineering pricing; and (3) the ability to adapt/refine previously developed designs (templates) for the tunnel/ shaft/ tunnel break-in /break-out zones to match those of the Norris Cut project. Collectively these factors resulted in the Team's decision to be aggressive with their engineering price.

It is AECOM's opinion that the total price bid (aggregate) by Nicholson, which amounted to \$58.22M, is consistent with national averages for tunnels of this length and diameter. The aggregate price is within 14% of the Design Engineer's OPC of \$67.89 M. The price bid is therefore acceptable as it incorporates an approved alternative that netted savings, reflects good teaming strategy, manages risks associated with ground improvement, leverages the use of owned equipment, and most importantly optimizes the size of the tunnel, which resulted in significant material savings.

AECOM

Please do not hesitate to contact me at 305-804-5820 if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Roger Williams', with a long horizontal stroke extending to the right.

Roger Williams, PE
Senior Project Manager

cc: Eduardo Vega, PE
Norman Anderson, DBIA

Memorandum



Date: July 15, 2013

To: Lester Sola, Director
Internal Services Department

Through: Miriam Singer, CPPO, Assistant Director
Internal Services Department

From: 
Faith Samuels, Sr. A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Water and Sewer Department
Design-Build Services for the Replacement of the Existing 54-inch
Sanitary Sewage Force Main Pipeline from the Central District Wastewater
Treatment Plant to Fisher Island, Under Norris Cut Channel
ISD Project No. DB12-WASD-01

The Competitive Selection Committee (CSC) has completed the evaluation of the proposals submitted in response to the referenced Project and the guidelines published in the Request for Design-Build Services (RDBS).

ISD Project No.: DB12-WASD-01

Project Title: Design-Build Services for the Replacement of the Existing 54-inch Sanitary Sewage Force Main Pipeline from the Central District Wastewater Treatment Plant to Fisher Island, Under Norris Cut Channel

Scope of Services Summary: The Design-Builder shall provide engineering, design, permitting, construction, testing and commissioning services for the implementation of a new 60-inch sanitary sewer force main to replace the existing 54-inch sanitary sewage force main that extends from Virginia Key to Fisher Island. The design and construction services rendered by the Design-Builder shall result in a complete, functional, and operable piping project with a minimum 80 year design life. The Project shall consist of the following main elements:

1) Approximately 5200 linear feet pre-cast concrete segmental tunnel that commences at the north eastern boundary of the Central District Wastewater Treatment Plant and terminates on the northern side of Fisher Island, in the vicinity of the existing 54-inch force main, and adjacent to the Fisher Island Ferry Terminal. The tunnel shall be constructed at an average top of tunnel elevation (TOT) elevation of (-) 60 feet and minimum grade of 0.2% to facilitate drainage towards the Central District Wastewater Treatment Plant. The tunnel shall contain a minimum 60-inch inside diameter carrier main comprised of a fiberglass reinforced mortar pipe product that is completely grouted in place, with no cavities.

2) Approximately 2100 linear feet of 60-inch pipe installation within the Central District Wastewater Treatment Plant compound that extends from the tunnel shaft to the Grit Chamber facility. The new force main shall be constructed along the northern and western boundaries of the Central District Wastewater Treatment Plant with an alignment and grade that does not

conflict with the existing 54-inch force main and does not encroach on the abandoned sludge drying beds which are designated for future plant expansion.

3) Approximately 1000 linear feet of 8-inch Horizontal Directional Drilled (HDD) sewage force main on Fisher Island that extends from Pump Station 170 to the retrieval shaft. The 8-inch main shall be constructed with an inert non-rigid pipe material, complete with adaptive fittings for connection to the existing pump station facilities.

4) Approximately 400 linear feet of open cut construction to install an 8-inch pipe from the existing Fisher Island Pump Station 170 and interconnecting to 8-inch Horizontal Directional Drill installation.

5) Approximately 5600 linear feet of the existing 54-inch force main to be cut, purged of sewage, and plugged at the terminal locations on Virginia Key and Fisher Island. The main shall be abandoned in manner that allows man access to rehabilitate the main for future usage.

Additionally, the Design-Builder shall design and construct all ancillary piping, tapping, temporary bypass, and tie-in connections to facilitate successful construction and commissioning the new 60-inch sanitary sewer force main without any interruption of service to the existing 54-inch sanitary sewer force main. The Design-Builder shall limit all tunnel construction, staging, and access to existing utility easements or those that are currently being acquired by Miami-Dade Water and Sewer Department to support the construction of the project.

The Design-Builder shall provide and pay for all labor, materials, tools, construction equipment, and other ancillary facilities necessary for proper execution, testing, commissioning, and final restoration work required for the functional and satisfactory delivery of the work. Any work and services which may be reasonably assumed as necessary to accomplish this objective shall be supplied by the Design-Builder. The solicitation allowed for submission of alternate technical proposals.

Term of Contract: One Design-Build Agreement will be awarded under this solicitation. The estimated Design-Build project cost is sixty seven million nine hundred and eighty nine thousand nine hundred and forty seven dollars (\$67,989,947) exclusive of allowances and contingencies. The Design-Builder must complete the Work within the following time frames, excluding the warranty administration period:

- Substantial Completion Date on, or before, 740 calendar days after the date of Notice to Proceed, which requires putting into commercial service the new 60-inch sewer force main pipeline.
- Final Completion Date on, or before, 824 calendar days after the date of Notice to Proceed. This requires obtaining acceptance by all applicable regulatory agencies including MDWASD of all Work and Services under the Contract, including decommissioning and abandonment of the existing 54-inch sewer force main, all remaining site restorations, providing as-built drawings and record documents, and completing all other remaining

incomplete or unacceptable work items identified at or subsequent to Substantial Completion.

Community Business Enterprise/Community Small Business Enterprise Goal/Measure: The Department of Regulatory and Economic Resources (RER) established on February 1, 2013 that a 22% Community Business Enterprise (CBE) goal for the design portion and a 10.9% Community Small Business Enterprise (CSBE) second, third and fourth tier goal, for the construction portion, shall be applied to this project.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): February 14, 2013

Selection Process:

A two-step selection process was utilized for this design-build solicitation, Step 1 – Evaluation of Qualifications, and Step 2 – Evaluation of Technical and Price Proposals. Step 1 is the evaluation of the design-build team's qualifications based on their proposals. Step 2 is the evaluation of competitive technical and price proposals for firms deemed responsive and responsible at Step 1.

STEP 1:

The Step 1 process is the evaluation of qualifications of the teams. Such qualifications included the references for similar types of projects and qualifications of the team to include the Design-Builder, lead constructors, lead designers and subconsultants, design team's technical certification and pre-qualification, General Contractors' licenses for the Design-Builder, Design-Builder's safety record (safety record to include the tunnel constructor and shafts constructor), assurance in meeting the CBE and CSBE goals, the Design-Builder's capability to provide a payment and performance bond, and acknowledgement of insurance coverage.

Step 1 Proposals: Six (6) proposals were received by the COB on March 27, 2013.

Name of Proposer(s): Please refer to the attached List of Respondents (LOR).

CSBE Compliance Review for Step 1: The April 15, 2013 compliance review memo issued by RER indicated that all six (6) proposers were responsive to the CBE and CSBE Step 1 compliance requirements.

Non-Compliance: SAK Construction, LLC, was found not in compliance with the licensing requirements (State of Florida General Contractor's License) as stipulated in the RDBS, and was eliminated from further evaluation by the CSC.

Step 1 Evaluation: On April 17, 2013, the CSC evaluated the remaining five (5) proposers based upon the criteria noted in the attached Step 1 Tabulation Report. The CSC voted to shortlist three (3) of the five (5) proposers (Ric-Man Construction, Inc., Dragados USA, Inc. and Nicholson Construction Company) to advance to the Step 2 evaluation and to submit technical and price proposals.

Step 1 Results: See attached Step 1 Tabulation Report.

STEP 2:

Step 2 Proposals: Three (3) technical and price submittals were received by the COB on June 12, 2013.

CSBE Compliance Review: The June 18, 2013 compliance review issued by RER indicated that all three (3) proposers were responsive to the CBE and CSBE Step 2 compliance requirements.

Step 2 Meeting: A summary review of the technical and alternate technical proposals submitted by the three (3) short-listed firms was prepared by the Design-Criteria Professional (DCP), AECOM Technical Services, Inc., and was reviewed by the Water and Sewer Department. On June 26, 2013, the CSC heard presentations and evaluated the three (3) proposers, Nicholson Construction Company, Inc. (Nicholson), Ric-Man Construction, Inc. (Ric-Man) and Dragados USA, Inc. (Dragados). Pursuant to the RDBS, the CSC, following the oral presentations by each of the firms, and prior to scoring and opening of the price envelopes, discussed the alternate technical proposals submitted by the three (3) proposers.

Below is a matrix of the alternate technical proposals submitted by each of the three (3) proposers, and the action taken by the CSC:

ALTERNATE TECHNICAL PROPOSALS	
Firm Name: Nicholson Construction Company, Inc.	
Alternate	Action
Alternate 1 - Slurry Machine	Not accepted. Vote was unanimous.
Alternate 1 - Alternate Pipe Material for Open Cut - HDPE	Not accepted. Vote was unanimous.
Alternate 3 - Alternate By Pass System	Accepted. Vote was unanimous.
FIRM NAME: Ric-Man Construction, Inc.	
Alternate 1 - Alternate Tunnel Alignment	Not accepted. Majority vote - 4/2
FIRM NAME: Dragados USA, Inc.	
Alternate A - Alternate Alignment	Not accepted. Majority vote - 4/2
Alternate M - Micro tunneling/Pipe Jacking	Not accepted. Tie vote - 3/3. Pursuant to the RDBS, the tie shall be broken by the WASD Technical Advisor. WASD Technical Advisor voted to not accept the alternate.

ALTERNATE TECHNICAL PROPOSALS	
Alternate PC – Precast Concrete Casing Pipe	Not accepted. Majority vote – 5/1
Alternate PS – Steel Casing Pipe	Not accepted. Vote was unanimous.
Alternate C – Carrier Pipe - Crimar	Not accepted. Vote was unanimous.
Alternate F – Carrier Pipe - Flowtite	Not accepted. Vote was unanimous.

The validation and acceptance of any alternate proposal is at the sole discretion of the CSC.

The CSC proceeded to evaluate the proposers based upon the established evaluation criteria. After scoring, the price and bid bond envelopes were opened and read into the record. In accordance with the RDBS, if an alternate technical proposal is validated and accepted by the CSC, the alternate technical price envelope will take the place of the base proposal price. Additionally, an alternate technical proposal price must not be greater than the base proposal price. The technical scores for Nicholson, Ric-Man and Dragados were 532, 560 and 532 respectively. Price and bid bond envelopes were then opened. Nicholson submitted a price of \$58,220,000 (alternate technical proposal price), Ric-Man \$67,458,000 (base proposal price) and Dragados \$65,922,740 (base proposal price). The final ranking was determined by dividing the technical score by the bid amount to yield an Adjusted Bid.

An Adjusted Bid is an evaluation process where proposals are evaluated and assigned point values in accordance with established criteria in the solicitation. The qualitative aspects are scored and totaled on a scale of 0 to 100 points, per CSC, and the recommended firm is selected by dividing the price by the technical score to yield an Adjusted Bid. The firm with the lowest Adjusted Bid was Nicholson, therefore Nicholson ranked number one with an Adjusted Bid of 109,436, Ric-Man ranked number two with an Adjusted Bid of 120,460 and Dragados ranked number three with an Adjusted Bid of 123,914.

Step 2 Meeting (Reconvened): Subsequent to the June 26, 2013 Step 2 meeting where the CSC met to score the technical proposals, Internal Services Department's staff identified that the scores of one of the CSC members exceeded the maximum number of points for one of the established evaluation criterion. In order to address this discrepancy, the CSC was reconvened on July 3, 2013 to address this issue. The purpose of this meeting was to only address the aforementioned discrepancy with the CSC member.

The CSC was apprised of the discrepancy of the technical scores by one of the members. The CSC member scored evaluation criterion 3B, Construction Execution Approach, for Nicholson, Ric-Man and Dragados, 32, 31 and 32, respectively. Pursuant to the RDBS, the maximum number of points for criterion 3B was 30 points. A meeting of the CSC convened for the sole purpose of addressing the discrepancy regarding criterion 3B for the three (3) proposers.

Upon conclusion of the July 3, 2013 CSC meeting, the technical scores were read into the record. The scores for criterion 3B for Nicholson, Ric-Man and Dragados were 27, 26 and 27 respectively. The total technical scores for the three (3) proposers were totaled and read into the record. The Adjusted Bid was recalculated utilizing the total technical scores. The firm with the lowest Adjusted Bid was Nicholson, therefore Nicholson ranked number one with an Adjusted Bid of 110,474, Ric-Man ranked number two with an Adjusted Bid of 121,545 and Dragados ranked number three with an Adjusted Bid of 125,090.

Step 2 Results: See attached Step 2 Tabulation Report.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, ISD hereby requests the County Mayor or his designee approve the following Negotiation Committee, for the purpose of negotiating one design-build agreement for this solicitation with the top ranked firm:

Negotiation Committee
Faith Samuels, Non-Voting Chairperson, ISD
Daniel Edwards, WASD
Robert Stebbins, Jr., WASD
Lin Li, WASD
Alberto Estevez, PWWW

Technical Advisor
Victor Fernandez-Cuervo, WASD

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or his designee approve the selection of the following firms for negotiations. See below:

SELECTION FOR DESIGN-BUILD NEGOTIATION
ONE AGREEMENT WITH A CSBE TRADE SET-ASIDE

Nicholson Construction Company

The following teams will serve as the alternate:

Ric-Man Construction, Inc.
Dragados USA, Inc.

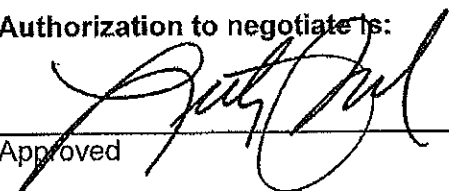
Pursuant to the Code of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or his designee will report to the Board of County Commissioners any of the following instances:

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Competitive Selection Committee's recommendation.
- When the County Mayor or his designee's recommendation to award or reject is not made within 90 days from the date of the Competitive Selection Committee's recommendation.

If approved, the Negotiation Committee is to proceed with the contract negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed contract ready to be presented to the BCC for final approval no later than 60 days from the date of this memorandum.

If a satisfactory agreement cannot be reached within the above noted timeline, a report is required to be prepared fully explaining all problems resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final contract and report should be sent to this office.

Authorization to negotiate is:

	7/23/13	Date	Not Approved	Date
Approved				

Attachments:

1. List of Respondents
2. Step 1 Tabulation Report
3. Step 2 Tabulation Report
4. Llorente Heckler, P.A.'s correspondence dated July 2, 2013
5. ISD's response to Llorente Heckler, P.A. dated July 11, 2013
6. Microtunnel Alternative Analysis from AECOM Technical Services, Inc., dated July 10, 2013

c: John W. Renfrow, P.E., Director, WASD
Clerk of the Board of County Commissioners
Competitive Selection Committee



MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project Name: Replacement of The 54 Inch Sanitary Sewage Force Main Pipeline From The Central District
Wastewater Treatment Plant To Fisher Island, Under Norris Cut Channel

OCI Project No.: DB12-WASD-01

Measures: 22% CBE Design Only & 10.9% CSBE Construction Only

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 03/27/2013

Submittal No: 1

Prime Name: SAK CONSTRUCTION, LLC

Trade Name:

Prime Local Preference: No

FEIN No.: 204193988

Subs Name	Trade Name	Subs FEIN No.
a. BRIERLEY ASSOCIATES, LLC		043462392
b. DR. MOLE, INC.		461062959
c. MARLIN ENGINEERING, INC.		650279601
d. G F CONSULTING ENGINEERS, INC.		651152839
e. INITIAL ENGINEERS, P.A.		650705637
f. ARDAMAN & ASSOCIATES, INC.		592984496
g. RAM-TECH CONSTRUCTION, INC.		650930302
h. FLORIDA SOL SYSTEMS, INC.		650198431

Submittal No: 2

Prime Name: TRAYLOR BROS., INC.

Trade Name:

Prime Local Preference: No

FEIN No.: 350799154

Subs Name	Trade Name	Subs FEIN No.
a. HATCH MOTT MACDONALD FLORIDA, LLC		591294824
b. TIERRA SOUTH FLORIDA, INC		200282450
c. LEITER, PEREZ & ASSOCIATES, INC.		592746730
d. TRIANGLE ASSOCIATES, INC.		650671382
e. GATOR BORING & TRENCHING, INC.		593552831
f. S.J. LOUIS CONSTRUCTION, INC.		411440589



MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: DB12-WASD-01

Measures: 22% CBE Design Only & 10.9% CSBE Construction Only

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 03/27/2013

Submittal No: 3

Prime Name: DRAGADOS USA, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 203902316

Subs Name	Trade Name	Subs FEIN No.
a. CDM SMITH, INC.	CAMP DRESSER & MCKEE INC	042473650
b. CES CONSULTANTS, INC.		650792884
c. COASTAL SYSTEMS INTERNATIONAL, INC.		650543399
d. E SCIENCES, INCORPORATED		593667002
e. HADONNE CORP.		651089850
f. TETRA TECH, INC		954148514
g. TIERRA SOUTH FLORIDA, INC		200282450
h. TERRACON CONSULTANTS, INC.		421249917
i. FRANK COLUCCIO CONSTRUCTION COMPANY		910649649
j. GARNEY COMPANIES, INC.		440658613
k. METRO EQUIPMENT SERVICE, INC.		650010248



MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: DB12-WASD-01

Measures: 22% CBE Design Only & 10.9% CSBE Construction Only

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 03/27/2013

Submittal No: 4

Prime Name: RIC-MAN CONSTRUCTION, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 381943960

Subs Name	Trade Name	Subs FEIN No.
a. JACOBS ENGINEERING GROUP, INC.		954081636
b. LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC		223167382
c. VERTICAL V-SOUTHEAST, INC. DBA KACO		271979486
d. CES CONSULTANTS, INC.		650792884
e. TRIANGLE ASSOCIATES, INC.		650671382
f. KEITH AND ASSOCIATES, INC.		650806421
g. RAFAEL J. BALLESTEROS, P.E., PA		562612529
h. ATKINS NORTH AMERICA, INC.	POST, BUCKLEY, SCHUH & JERNIGAN, INC. (PBS&J)	590896138
i. SCHÉDA ECOLOGICAL ASSOCIATES, INC.		593137163
j. SUPER EXCAVATORS, INC.		391050777
k. TDW SERVICES, INC.		730788288
l. ARROW DIRECTIONAL BORING, INC.		650670126
m. HOMESTEAD CONCRETE & DRAINAGE, INC.		592069390
n. COBALT CONSTRUCTION GROUP, LLC		262618462
o. ECO GROUTING SPECIALISTS, INC.		980677451
p. GEOSYSTEMS, L.P.		251824389



MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: DB12-WASD-01

Measures: 22% CBE Design Only & 10.9% CSBE Construction Only

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 03/27/2013

Submittal No: 5

Prime Name: NICHOLSON CONSTRUCTION COMPANY

Trade Name:

Prime Local Preference: No

FEIN No.: 251024823

Subs Name	Trade Name	Subs FEIN No.
a. ARUP USA, INC.		061539147
b. WOOLPERT, INC.		201391406
c. VERTICAL V-SOUTHEAST, INC. DBA KACO		271979486
d. MARLIN ENGINEERING, INC.		650279601
e. MILIAN, SWAIN & ASSOCIATES, INC.		650094999
f. TRIANGLE ASSOCIATES, INC.		650671382
g. MANUEL G. VERA & ASSOCIATES, INC.		591741639
h. DAVID MANCINI & SONS, INC.		273716806
i. ABSOLUTE CIVIL ENGINEERING SOLUTIONS LLC		451989489
j. MUNILLA CONSTRUCTION MANAGEMENT, LLC	MCM / MAGNUM CONSTRUCTION MANAGEMENT CORP.	592373403
k. SOUTHEASTERN ENGINEERING CONTR., INC.		592425850
l. ZURWELLE-WHITTAKER, INC.		590519990



MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: DB12-WASD-01

Measures: 22% CBE Design Only & 10.9% CSBE Construction Only

Number of Agreements: 1

Contract Type: DESIGN BUILD

Submittal Date: 03/27/2013

Submittal No: 6

Prime Name: SKANSKA - LANZO JOINT VENTURE

Trade Name:

Prime Local Preference: Yes

FEIN No.: 462272305

Subs Name	Trade Name	Subs FEIN No.
a. HAZEN AND SAWYER, P.C.		132904652
b. JACOBS ASSOCIATES CORP.		941371792
c. AVINO & ASSOCIATES, INC.		650053775
d. H.J. ROSS ASSOCIATES, INC.		650163389
e. J BONFILL AND ASSOCIATES INC.		650133546
f. VERTICAL V-SOUTHEAST, INC. DBA KACO		271979486
g. TRIANGLE ASSOCIATES, INC.		650671382
h. YOUSSEF HACHEM CONSULTING ENGINEERING, INC.		203225960
i. TDW SERVICES, INC.		730788288
j. UTILITY SERVICES AUTHORITY, LLC		383519465
k. HOMESTEAD CONCRETE & DRAINAGE, INC.		592069390
l. A & R EQUIPMENT, CORP		650406198
m. COMTECH ENGINEERING, INC.		650939997
n. DODEC, INC.		650789455
o. TRANSAMERICA CONSTRUCTION COMPANY		830373440
p. JOSEPH L. COLE, INC.		592649851
q. JAY DEE CONTRACTORS, INC.		381798525

149

STEP 1 MEETING
APRIL 17, 2013

MIAMI-DADE WATER AND SEWER DEPARTMENT
DESIGN-BUILD SERVICES FOR THE REPLACEMENT OF THE EXISTING 54-INCH SANITARY
SEWAGE FORCE MAIN PIPELINE FROM THE CENTRAL DISTRICT WASTEWATER
TREATMENT PLANT TO FISHER ISLAND, UNDER NORRIS CUT CHANNEL
ISD PROJECT NO. DB12-WASD-01

TABULATION SHEET

COMPETITIVE SELECTION COMMITTEE									
NAME OF FIRM(S)	Daniel Edwards	Lin Li	Robert Stebbins, Jr.	Alberto Estevez	Leandro Ona	Patrick Wong	SUB-TOTAL	Average	Low Disparity
1	2	3	4	5	6	7	8	9	10
1A - Design-Build Team Project Experience and Past Performance (Max. 40 points)	36	33	29	35	37	38	308	35	23
2A - Design-Build Team Key Personnel Experience and Qualifications (Max. 40 points)	36	31	28	36	36	38	204	34	23
3A - Safety Record - Past Performance (Max. 10 points)	10	10	5	9	7	9	50	8	6
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	2	2	2	5	24	4	3
5A - Ability of Team Members to Interface with the County (Max. 5 points)	4	2	2	3	4	4	19	3	2
DB12-WASD-01, INC. (LP)	91	81	66	84	89	94			
1A - Design-Build Team Project Experience and Past Performance (Max. 40 points)	37	31	32	38	38	37	325	38	25
2A - Design-Build Team Key Personnel Experience and Qualifications (Max. 40 points)	38	36	39	37	37	37	234	37	25
3A - Safety Record - Past Performance (Max. 10 points)	9	9	4	8	8	8	46	8	5
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	4	3	5	5	5	18	3	3
5A - Ability of Team Members to Interface with the County (Max. 5 points)	4	5	5	6	5	5	29	5	3
RIC-MAN CONSTRUCTION, INC. (LP)	90	91	90	93	90	89			
1A - Design-Build Team Project Experience and Past Performance (Max. 40 points)	39	38	35	38	38	39	227	38	25
2A - Design-Build Team Key Personnel Experience and Qualifications (Max. 40 points)	38	37	36	36	38	39	224	37	25
3A - Safety Record - Past Performance (Max. 10 points)	9	9	4	8	8	8	46	8	5
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	4	4	4	4	4	23	4	3
5A - Ability of Team Members to Interface with the County (Max. 5 points)	5	5	5	5	5	5	29	5	3
NON-RESPONDING FIRM(S)	94	93	83	91	93	95			
1A - Design-Build Team Project Experience and Past Performance (Max. 40 points)	38	33	35	38	38	38	220	37	25
2A - Design-Build Team Key Personnel Experience and Qualifications (Max. 40 points)	38	32	35	38	37	38	215	36	24
3A - Safety Record - Past Performance (Max. 10 points)	10	10	5	9	8	9	51	9	6
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	5	2	3	4	3	21	4	2
5A - Ability of Team Members to Interface with the County (Max. 5 points)	4	3	3	5	4	5	24	4	3
SKANSKA-LANCO JOINT VENTURE (LP)	94	83	80	93	91	93			
1A - Design-Build Team Project Experience and Past Performance (Max. 40 points)	39	35	28	36	36	39	215	36	24
2A - Design-Build Team Key Personnel Experience and Qualifications (Max. 40 points)	39	35	29	36	36	39	214	36	24
3A - Safety Record - Past Performance (Max. 10 points)	8	9	3	6	7	7	40	7	4
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	4	2	5	2	1	15	3	3
5A - Ability of Team Members to Interface with the County (Max. 5 points)	5	4	2	3	5	5	24	4	3
Final Summary ISD Chairperson	92	87	64	86	86	91			
1P - Local Preference									

July 3, 2013

MIAMI-DADE WATER AND SEWER DEPARTMENT
DESIGN BUILD SERVICES FOR THE REPLENISHMENT OF THE EXISTING SCLINCH SANDHILL
SEWAGE FORCE MAIN PIPELINE FROM THE CENTRAL DISTRICT WASTEWATER
TREATMENT PLANT TO FISHER ISLAND UNDERGROUND CUT CHANNEL
ISO PROJECT NO. DB-2-WASB-04

STEP 2 TABULATION SHEET

[illegible]

התאחדות המורים

STEP 2 TABULATION SHEET

[illegible]

LlorenteHeckler, P.A.

July 2, 2013

Via E-Mail and Hand Delivery

Ms. Faith Samuels
Sr. A/E Consultant Selection Coordinator
Miami-Dade County
Internal Services Department
111 N.W. 1st Street, 13th Floor
Miami, FL 33128
305-375-2774

Re: Request for Design-Build Services
Project No. DB12-WASD-01

Dear Ms. Samuels:

Llorente & Heckler, P.A. represents Dragados USA, Inc. ("Dragados") with regard to the Request for Design-Build Services Project No. DB12-WASD-01 ("RDBS"). We were in the process of preparing an elaborated letter regarding significant problems we identified in the Competitive Selection Committee ("CSC") process. However, in light of the fact that CSC will reconvene tomorrow to address errors in the scoring sheets, we would like to briefly alert you about the problems we identified to give you an opportunity to timely address and rectify these issues at the meeting tomorrow. We understand time is of the essence and want to avoid further delays.

As you may know, Dragados proposed both, a base and an alternative proposal, as permitted by RDBS, Section 3.6, 33. The alternative proposal consists on using a microtunneling solution, which is a more suitable approach for this project and was prepared at a significant internal cost to Dragados. Overall, microtunneling is a quicker, safer and better value alternative and simply a less risky option when compared to the tunnel segmental method in the required base proposal. The reduced risk that results from using microtunneling should not be overlooked by the County. First, unlike the segmental tunnel, the microtunneling method requires virtually no workers inside the tunnel. Additionally, microtunneling reduces the overall construction duration, thereby reducing exposure of the existing 54-inch force main to failure. Based on these highly valued characteristics, it is not surprising that microtunneling is an internationally well-accepted method of construction and was proved successful locally when it was used to complete the first phase of this project at Government Cut.

The CSC, however, decided not to open Dragados' alternative price proposal based on factually incorrect information provided by the County's Consultant during the CSC meeting. Before voting on this issue the CSC asked the Consultant several questions about this method. Unfortunately, the Consultant's answers were factually incorrect. While we have not received our public records request with the audio tape of the meeting, we are paraphrasing some of the questions and answers below, based on our client's recollection:

- When the CSC asked whether this method had been used in similar projects, the Consultant answered that it had never been used for projects larger than 2,000 LF. There are, however, numerous international projects that are longer than 2,000 LF having been completed using this method. (See table included in Dragados' presentation attached). In the US, the Portland CSO Microtunnels project, built as early as in 2008, is 3,055 LF (in one single drive).¹
- The Consultant said that one of the disadvantages of microtunneling is that Intermediate Jacking Stations are required ("IJS"). However, he failed to mention that Dragados included the use of nine IJS for the steel cases option, and 15 for the concrete casing option.
- In addition to that, the Consultant also mentioned that a microtunneling solution for such a long tunnel (5,300 LF) would also require intermediate shafts. However, based on Dragados' experience, intermediate shafts are unnecessary. Therefore, the Consultant's statements created an unnecessary concern amongst the members of the CSC.

The above factually incorrect information was provided before the voting took place resulting in a 3 to 3 tie on whether or not the CSC should open the Dragados alternative price proposal. Moreover, the decisive, tie-breaker vote against opening the proposal came directly as a result of this information after the last voting member specifically asked the County's Consultant whether microtunneling was a desirable alternative.

We understand that generally Consultants favor using the construction methods they suggest. However, this does not justify the Consultant's lack of experience or interest in alternative methods like microtunneling. If the Consultant's representative does not have the required expertise, they should have brought someone who does. We have significant reason to believe that such individual exists at the Consultant's firm who can knowledgeably opine on the issue. Alternatively, the County could seek the advice of an independent, third-party consultant, when considering alternative construction methods. In any case, providing factually incorrect information to the CSC should never be accepted by the County.

Based on the above and since you are reconvening the CSC, we urge you to address the errors we identified by directing the CSC to reconsider this issue allowing your staff to receive accurate information about this important decision. The Consultant should also be asked to provide, either personally or by conference call, someone who has sufficient experience with microtunneling and who has the capacity to accurately answer the questions raised by the CSC. Finally, we submitted a public records request this morning for the scoring sheets of the CSC committee. Since this information is pertinent to the meeting tomorrow, we would also like to request that that you provide us a copy of the scoring sheets as they were submitted by each CSC member during the June 26, 2013 meeting before the meeting starts tomorrow.

¹ Christa Overby, Bureau of Environmental Services, City of Portland, OR, Matt Roberts Kiewit-Bilfinger Berger (KBB) J.V., Portland, OR, Craig Kellell Jacobs Associates, Portland, "THE LONGEST DRIVE - PORTLAND'S CSO MICROTUNNELS," *Rapid Excavation and Tunneling Conference (RETC) Proceedings* (2009): 570-580. Print. Available at, http://www.jacobssf.com/images/uploads/09_Kellell_East_Slide_CSO_RETC.pdf

Llrente Heckler, PA

We appreciate your attention and urge you to take appropriate and sensible action to address the numerous errors committed during the CSC scoring process. By failing to open the microtunneling alternative, the CSC is depriving the County from considering a better financial and technical alternative. We purposefully did not mention the pricing of the alternative proposal as not to taint the County's decision on this important matter.

Dragados reserves all rights pursuant to Miami-Dade Code and applicable procurement law to challenge any additional issues that may arise after we have the opportunity to review the documents detailed in our public records request.

Sincerely,



Alexander P. Heckler

Cc: Lester Sola, Director, Internal Services Department
Miriam Singer, Assistant Director, Internal Services Department
Clerk of the Board

Reference list PIPE JACKING PROJECTS Drive length: > 2,200 ft (670 m)

Project Name	Country	Type of tunnel	Construction method	Diameter ID (m)	Machine cut (m)	Total tunnel length (m)	Max drive length (m)	No. of drives	Dr length (m)	Geology	Year of completion	Source (OTB)
M-0173M	Germany	Gas	Sea Outfall	9.8	13	8,317	8,317	1	43	sand, silt, clay	1994	Reinhardt
Guinea Shield Project (at Guinea Shield)	Guinea	Gas	Tunnel	11	11	8,208	8,208	1	43	Weathered rock	2013	RASA
M-1103M	Spain	Sewage	Sea Outfall	6.6	8	6,008	6,008	1	62	clay, limestone, argillite	2013	Reinhardt
Man-Bat Crossing Project (Korea)	Korea	Telcom	River Crossing	7	7	6,280	6,280	1	-	Rock Bed, Max Strength 190kg/cm2	2003	RASA
M-1120M	Germany	Gas	River Crossing	6.6	8	5,086	5,086	1	38	SB, sand, gravel, clay, sandstone	2011	Reinhardt
S-143	Germany	Cable	Tunnel	9.2	12	5,048	5,048	1	50	met. sand, stones	1998	Reinhardt
M-4330M	Germany	Sewage	Tunnel	9.8	12	5,000	5,000	2	66	Sand, stone, sand	2001	Reinhardt
S-95	Germany	Sewage	River Crossing	5.2	6	4,987	4,987	1	98	Sand, clay, gravel, boulders	1992	Reinhardt
M-4518M	Poland	Water	Sea Outfall	6.6	10	4,945	4,945	2	66	silt, sand	2008	Reinhardt
M-1207M	Poland	Water	Sea Outfall	7.9	10	4,945	4,945	2	46	silt, sand, clay, stones	2009	Reinhardt
M-1108M	Spain	Sewage	Sea Outfall	6.6	8	4,659	4,659	1	20	clay, limestone	2012	Reinhardt
M-1178M	Spain	Cable	Sea Outfall	8.2	10	4,429	4,429	1	98	clay, limestone, sand	2008	Reinhardt
S-95	Germany	Sewage	River Crossing	5.2	6	4,429	4,429	1	98	Sand, silt, clay, silt, sand, shells	1991	Reinhardt
M-1179M	Spain	Water-desalination	Sea Outfall	4.2	10	4,315	4,315	3	-	sand, silt, sand, silt, clay	2007	Reinhardt
M-4813M	India	Gas	River Crossing	7.9	9	4,275	4,275	1	-	Sand, gravel	1997	Reinhardt
S-125	Germany	Sewage	Tunnel	10.5	14	4,218	4,218	2	-	Sand, clay, gravel	1997	Reinhardt
S-119	Germany	Sewage	Tunnel	11.8	15	4,205	4,205	1	66	Sand, clay, gravel, boulders	1996	Reinhardt
S-20	Germany	Sewage	River Crossing	7.9	8	4,170	4,170	1	-	Sand, clay, gravel	2007	Reinhardt
M-4518M	Poland	Water	Sea Outfall	6.6	10	4,134	4,134	2	-	Sand, clay, boulders	2012	Reinhardt
M-1461M	Algeria	Water-desalination	Sea Outfall	7.9	10	4,101	4,101	3	33	Sand, gravel	1996	Reinhardt
M-4471M	Germany	Water	River Crossing	9.2	11	4,092	4,092	1	98	Sand, silt, clay, silt, sand, shells	1991	Reinhardt
S-109	Germany	Sewage	River Crossing	5.2	6	4,092	4,092	3	-	clay	2010	Reinhardt
M-1179M	Spain	Water-desalination	Sea Outfall	4.2	10	3,859	3,859	1	-	fine sand, lay, lime	2011	Reinhardt
M-4651M	Italy	Gas	Tunnel	6.6	8	3,839	3,839	1	-	fine sand, lay, lime	2011	Reinhardt
M-1126M	Italy	Gas	Tunnel	6.6	8	3,806	3,806	1	118	Rock, Max Strength 230MPa Overburden	2011	RASA
M-4540M	Germany	Sewage	Tunnel	6.6	8	3,790	3,790	1	82	Sand, clay, silt	2006	Reinhardt
Young Du Shield	Spain	Water-desalination	Sea Outfall	0.8	11	3,811	3,760	2	-	Sand, clay, silt, clay	2007	Reinhardt
M-1101M	India	Gas	River Crossing	7.9	9	3,724	3,724	1	-	marine clay	2010	Reinhardt
M-4270M	Colombia	Sewage	Tunnel	7.2	10	3,675	3,675	4	33	Sand, clay, stones, silt, boulders	2001	Reinhardt
M-4518M	Germany	Sewage	Tunnel	9.8	12	3,656	3,656	1	29	Sand, gravel, groundwater	2006	Reinhardt
M-4518M	Poland	Sewage	Tunnel	6.6	8	3,605	3,605	1	82	limestone, sand	2002	Reinhardt
M-4518M	Italy	Gas	Tunnel	6.6	10	3,543	3,543	1	-	clay, sandstone, gravel	2012	Reinhardt
M-4518M	Australia	Water	Tunnel	6.6	8	3,386	3,386	1	46	Sand, clay, stones	2010	Reinhardt
M-4518M	Germany	Gas	River Crossing	6.6	10	3,297	3,297	1	40	Sand, clay, stones	2001	Reinhardt
M-4518M	Italy	Gas	Tunnel	6.6	8	3,281	3,281	1	33	Sand	2004	Reinhardt
M-4518M	Russia	Sewage	Tunnel	6.6	8	3,066	3,066	3	33	limestone, rock	2009	Reinhardt
M-4518M	Spain	Sewage	Sea Outfall	6.6	8	3,281	3,281	1	33	limestone, rock	2014	Reinhardt
M-1179M	Germany	Sewage	Tunnel	7.2	9	2,137	2,137	1	118	limestone, rock	2014	Reinhardt
M-1179M	Germany	Sewage	Tunnel	7.2	9	2,137	2,137	1	118	limestone, rock	2014	Reinhardt
Sever Pipe Line (Van Van District, China)	China	Sewage	Tunnel	10	10	2,593	2,593	1	-	Medicine (Gly, Sand)	2007	RASA
Sever Pipe Line (Seoul, Korea)	Korea	Sewage	Tunnel	10	10	2,593	2,593	1	-	Overburden 30M Over, Rock Bed 41cm	2007	RASA
Doan North Sewerage & Motor-Tunneling	Spain	Sewage	Tunnel	10	10	2,392	2,392	1	-	limestone Overburden 28 ~ 30m	2010	RASA

Samuels, Faith (ISD)

From: Samuels, Faith (ISD)
Sent: Thursday, July 11, 2013 9:06 AM
To: Alexander P. Heckler (AHeckler@llorenteheckler.com)
Cc: Clerk of the Board (COC); Benitez, Hugo (CAO); Gillman, Henry (CAO); Sola, Lester (ISD); Singer, Miriam (ISD); Millan, Luisa M. (ISD); Smith, Tara C. (ISD); 'dmendez@llorenteheckler.com'
Subject: DB12-WASD-01 - Design-Build Services for the Replacement of the Existing 54-inch Sanitary Sewage Force Main Pipeline
Attachments: Llorente Heckler Response 07-11-13.pdf

Good Morning Mr. Heckler,

Attached is the response to your July 2, 2013 correspondence regarding the subject project.

Should you have any questions and/or concerns, you may contact me at via email at fty@miamidade.gov.

Regards,

Faith Samuels
Sr. A/E Consultant Selection Coordinator
Miami-Dade County
Internal Services Department
111 N.W. 1st Street, 13th Floor
Miami, FL 33128
(305) 375-2774
fty@miamidade.gov
"Delivering Excellence Every Day"



July 11, 2013

VIA EMAIL: aheckler@llorenteheckler.com

Mr. Alexander P. Heckler, Attorney-at-Law
Llorente Heckler, P.A.
801 Arthur Godfrey Road, Suite 401
Miami Beach, FL 33140

RE: ISD Project No. DB12-WASD-01
Design-Build Services for the Replacement of the Existing 54-inch
Sanitary Sewage Force Main Pipeline from the Central District Wastewater
Treatment Plant to Fisher Island, Under Norris Cut Channel

Dear Mr. Heckler:

Your July 2, 2013 correspondence, which raises concerns regarding the evaluation of one of the alternatives submitted by your firm, has been reviewed in detail by the Internal Services Department (ISD).

Please note that Section 3.6 of the solicitation, entitled Alternate Technical Proposals, states the following: *"The Competitive Selection Committee (CSC) will decide, at its sole discretion, after oral interviews and prior to completion of the technical scoring and opening of the Price Proposal envelope, whether to accept or reject any Alternate Proposal. The acceptance of any Alternate Proposal will be by majority vote by the CSC. The CSC's decision will be final. In the case of a tie by the CSC, the tie shall be broken by the Miami-Dade Water and Sewer Authority Department's Technical Advisor."* The evaluation of the alternate technical proposals submitted by Dragados USA, Inc., was conducted in accordance with this Section of the solicitation.

The Competitive Selection Committee (CSC) was reconvened on July 3, 2013 to solely address a discrepancy in the June 26, 2013 scoring of the technical proposals by one of the CSC members. Subsequent to the June 26, 2013 Step 2 meeting, ISD staff identified that the scores of one of the CSC members exceeded the maximum number of points for one of the established evaluation criterion. The sole purpose of the July 3, 2013 meeting was to address the aforementioned discrepancy and to afford the CSC member an opportunity to correct his score in accordance with the maximum number of points for the evaluation criterion as indicated in the Request for Design-Build Services solicitation document.

Should you have any questions and/or concerns, you may contact me at ftv@miamidadegov.

Sincerely,

A handwritten signature in cursive script, appearing to read "Faith Samuels".

Faith Samuels
Sr. A/E Consultant Selection Coordinator

c: Clerk of the Board
Hugo Benitez, Assistant County Attorney, CAO
Henry Gillman, Assistant County Attorney, CAO
Lester Sola, Director, ISD
Miriam Singer, CPPO, Assistant Director, ISD
Luisa M. Millan, Division Director, Design and Construction Services Division, ISD

Samuels, Faith (ISD)

From: Vega, Eduardo A. (WASD)
Sent: Thursday, July 11, 2013 2:46 PM
To: Samuels, Faith (ISD)
Cc: Clerk of the Board (COC); Fernandez-Cuervo, Victor (WASD); Millan, Luisa M. (ISD); Roger.F.Williams@aecom.com; norman.anderson@aecom.com; Yoder, L. Douglas (WASD); Renfrow, John (WASD); chuck.williams@odcsynergy.com; Derek.Zoldy@aecom.com; Hamid.Javady@aecom.com
Subject: DB12-WASD-01, AECOM's response to Dragados USA letter.
Attachments: MT Alternative_DRAGADOS_071113.pdf

Attached is AECOM's response to Dragados USA, Inc. letter dated July 2, 2013. We are transmitting this response to your office and it is our expectation that this issue will not become a technical challenging contest between these two firms. We are very pleased with the advice from AECOM throughout this and all previous procurement processes. The County should not let Dragados undermine the project RBDS process. Alternative acceptance was at the discretion of the selection committee, and we cannot let any bidder dictate what they think is best for the County. Not only will this undermine and place the entire project RBDS in jeopardy, it will set a precedent for all future Design-Build contracts.

Lastly, the selection committee was empowered by the terms of the RBDS to accept or reject any alternative for any reason, and had no responsibility to accept any alternative. The committee was fully justified in making a judgement to reject the MF Alternative from Dragados and the County has no responsibility to revisit this decision or further evaluate technical issues. The issue is settled.

Sincerely,

Eduardo A. Vega, P. E.; MSCM
Assistant Director Engineering
3575 South Le Jeune Road
Miami, FL 33146
Phone # 786.268.5133
Vegae@miamidade.gov



AECOM
800 Douglas Entrance
North Tower, 2nd Floor
Coral Gables, FL, 33134
www.aecom.com

305 718 4828 tel
305 718 5155 fax

July 10, 2012

Victor Fernandez-Cuervo, PE
Senior Project Manager
MDWASD
3725 South LeJeune Road
Miami, FL 33134

Re: DB12-WASD-01/ Norris Cut Tunnel Replacement/ Microtunnel Alternative Analysis

Dear Mr. Fernandez-Cuervo,

In response to the letter submitted by Dragados USA dated July 2nd, 2013, AECOM maintains its position that the Alternative submission by Dragados not be accepted. AECOM has been tasked to provide an engineering solution that minimizes risk to MDWASD and ensures the timely and successful replacement of the existing damaged force main which is at risk of structural failure, and potentially discharging millions of gallons of raw sewage to the environment. In our opinion, as the Design Criteria Professional of Record (DCP), the risks associated with the Microtunnel (MT) Alternative submitted by Dragados on behalf of their sub-contractor Frank Coluccio Construction are unacceptable.

The Microtunnel Alternative information, including the chart of worldwide projects, presented in the Dragados Technical Proposal does not, in our opinion, meet the RDBS requirement for a proposed alternate to be of equal or better quality than the Base Bid approach. The limited number of foreign projects referenced did not provide any information as to their scope, technical approach, challenges, and performance results, or any personal references to be useful for comparison and evaluation against a project being executed in south Florida geology and environment conditions. It remains AECOM's opinion that the incomplete Dragados Alternative exposes MDWASD to a higher level of risk for claims for potential delays, work stoppage, equipment capacity limitations, equipment recovery problems, repairs and replacement, equipment inability to deal with site conditions, and worker health and safety issues resulting from an inappropriate construction approach.

Microtunnel performance requirements under the conditions of this project present an unacceptably high level of risk with severe consequences if the MT is rendered immobile/stuck during mining, with little or no opportunity to recover the MT machine. This "unacceptable" risk is supported by the analysis of geotechnical information obtained along the project corridor, tunnel equipment performance records relevant to the recent Horizontal Directional Drill (HDD) and MT work under Phase 1 of the Government Cut Project, and historical data obtained from the Port of Miami Tunnel (POMT) which is in close proximity to this project. Twenty-two (22) borings performed by AECOM provided SPT, rock coring, and laboratory test data used to characterize the ground, establish vertical alignment, specify tunnel/geotechnical design parameters, and boring equipment base capabilities. The geotechnical findings were published in the Geotechnical Data Report (GDR) and Geotechnical Baseline Report (GBR) and provided in the Design Criteria Package (Volume 2 of the RDBS). GDR and GBR identified the geology as highly variable limestone formation with karstic features consisting of inter-bedded sand and clay layers. The formations are also highly permeability, moderate to abrasive, with cavities/fissures that may be up to 5.5 ft. The GBR documented that: (1) for up to 20 percent of the vertical alignment, the tunnel face will encounter 50 percent (by area) or more of sand;

AECOM

and (2) for to 32 percent of the alignment, the tunnel will encounter a layer of very loose to medium dense sand at tunnel invert level that extends to at least 10 ft. below the invert. To address these challenges, and consistent with approaches used on the Port of Miami and Tampa Bay Alafia projects, AECOM specified a Base Bid TBM with dual mode capability to convert from slurry to EBP to manage the variable materials that are anticipated. The variability in the geology, and inability of MT machines to operate in dual modes, presents severe challenges for pipe jacking operations. Those challenges are also amplified by the following:

1. Elevated risk of losing slurry and lubricating agents/fluids due to the high permeability (mixed-faced) of the ground. The karstic features of the Fort Thomson formation make it extremely difficult to implement and maintain a consistent lubrication program. There are numerous avenues for losses due to sand lenses, cavities, and the solution properties of the ground. Mitigating the high jacking forces through lubrication is problematic and subject to high uncertainty and the inability to maintain lubrication causes increases in friction forces that could result in the machine being rendered immobile or stuck with limited opportunity for recovery. In such cases, the only recourse is abandonment of the tunnel and pipe jacking equipment and re-construction of a new tunnel. The impacts of friction forces are much less prominent in segmental TBMs as those forces are limited to the length of the short length of the machine shield and the last installed concrete segment. MT however entails dragging the pipe along the entire project alignment. The losses of drilling fluids were well documented during the installation of the recent 24-inch HDD between POM and Fisher Island. At elevation (-) 75 feet, there was constant loss of face pressure and no recovery of slurry, implying voids, and observed "chattering" of the drill rig and tools. Reaming required the deployment of a secondary slave rig to both push and pull the reamer to overcome the elevated friction forces that developed as a result of slurry/lubrication losses. This occurrence is analogous to the Norris Cut geology and is likely to occur with a MT approach.
2. Increased risk of joint failure of the casing pipe due to the high applied loads and/or eccentric loading that may develop at the pipe interface (joints) if there is a slight change/correction in the alignment (<2.5-degrees) of the casing. Any damage to gasketed pipe joints, which should remain "flush" at all times, can result in leakage/flooding of the tunnel creating health and safety risks. TBM methods allow correction to alignment using universal segments. This flexibility is limited with jacked pipe as there is no opportunity to reverse a misaligned jacked segment. The consequences of a joint failure and/or breach in ring seals (at Launch Shaft) are also well documented on Phase 1 of the Government Cut Project. The breach (joint failure) resulted in total inundation of the tunnel and shaft and need for emergency recovery of the machine. In that incident, the breach occurred at the launch site and therefore did not compromise the entire project. The "fix" entailed an extensive grouting program designed to create a watertight blanket around the stuck machine. The machine was later recovered after a 90 day delay to the mining schedule, and the salvaged machine required reconditioning before it could be re-launched on the project.
3. No history of successful completion of a single drive MT/pipe jacking project in the United States of equivalent length and diameter, orchestrated in similar heterogeneous and high permeability limestone as typical to the Miami project area. The long range projects referenced by Dragados in the July 2nd letter appear to identify sites and formations that are homogeneous in nature. Contractors are known to push the envelope of tunnel capability.



based on familiarity with the subsurface conditions, and homogeneous characteristics of the ground where behavior is highly predictive. Undertaking record boring projects in geologies with unknown variability and documented challenges is not recommended.

Further to the above, AECOM has completed engineering analyses to determine the maximum length of microtunneling / pipe jacking (9 ft. diameter) that could be reasonably accomplished with both steel and concrete casings in the Fort Thompson geology without escalating the project to failure. Based on our experience and knowledge developed through analysis and construction in the local geology, and following review of equipment performance data from historical drilling and tunneling activities in the immediate project vicinity, AECOM considered the following safety factors: stoppage factor of 20%; 15% lubrication reduction; 25% misalignment factor for long range drives greater than 500 feet; and 10% misalignment factor for drives shorter than 500 ft. Based on these design factors/parameters which are representative of prevailing subsurface conditions, it was determined that a 5300 linear feet single drive pipe jacking effort, without the use of the inter-jacking stations, results in material failure of both the steel and concrete casings. Refer to Attachment A for analysis. The maximum length of steel and concrete casing that could be driven with primary jacking system is approximately 650 linear feet and 150 linear feet, respectively. Refer to Attachment B for preliminary calculations. The maximum drive recommended is approximately 2000 linear feet considering installation of inter-jacking stations every 400 feet. Refer to Attachment C. Attempts to increase the length of the drive beyond 2000 linear feet by adding more inter-jacking stations would significantly multiply the aforementioned factors and consequently result in material failure. This recommended drive length is consistent with other successful MT projects performed in the United States. The range is also in-line with the length communicated to the Industry at the Tier 1 Pre-Submittal Meeting following an enquiry by a Firm as to whether microtunneling alternatives were being considered. The audience was advised of length limitations, construction risks, and the historical data available on successful long range MT in the US that would affect the validation of any Microtunnel Alternative.

In conclusion, AECOM maintains that the risks associated with a micro-tunneling/ pipe jacking/ alternative as presented in the Dragados' Micro-Tunnel Alternative are too severe to warrant acceptance by MDWASD.

Please do not hesitate to contact me at 305-804-5820 if there are any questions.

Sincerely,

Roger Williams, PE
Senior Project Manager

cc: Eduardo Vega, PE
Norm Anderson, DBIA
Derek Zoldy, PEng

Chuck Williams, PE, DBIA
Hamid Javady, PEng

ATTACHMENT A

CALCULATING JACKING FORCE, JACKING DISTANCE OF 5300 FT - RCP Straight Pipe, No Intermediate Jack

Pipe Material:

Water Specific Weight (γ_w):	62.4 pcf
Slurry Specific Weight (γ_{slurry}):	76.15 pcf
Ground Specific Weight (γ_{ground}):	125 pcf
At-rest Earth Coefficient (k_0):	0.6

Depth of Overburden to Springline (H): 27.43 m

Depth of Water to Springline (Hw): 25.91 m

Casing ID: 3.0 ft

Pipe Thickness: 10.0 in

Pipe Outside Diameter (D): 10.7 ft

Jacking Thrusting Distance (L): 5300.0 ft

Outside Diameter of the Shield machine (Bd): 11.0 ft

Frictional Resistance (FR): 1537 kPa

Circumferential frictional resistance (skin friction) (Rc): 10.21 m

Perimeter of pipe cross section (S): 33.51 ft

Resistance of the tunnel boring machine (FP): 515.77 kPa

Contact pressure of the cutting head (r_d): 237.90 kPa

Slurry pressure (p_s): 61.61 psi

Stoppage Factor: 1.2

Malalignment Factor: 1.25

Lubrication reduction: 0.15

Total Jacking (Thrusting) Force (JF): 3.32E+07 lb-force

Safety Factor (SF): 2

Total Jacking Force with Safety Factor: 6.64E+07 kip

* Blue prints must be reviewed by the user

Soil	Clay	Silt	Sand	Clayey gravel	swelling clay	sandy gravel	loamy sand
K (psi)	0.56	0.56	0.7	0.7	2.8	1.1	1.3
R (kPa)	3.861	3.861	4.826	4.826	19.305	7.584	8.963

$S = \pi \times D \times m$

$FP = (P_s + P_d) \times (B/2)^2 \times \pi$

Pe is generally assumed to be 137.9 kPa or 20 PSI

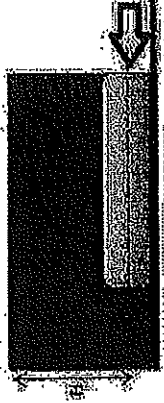
JF=FP+JFR
FP= resistance of the tunnel boring machines, KN
FR= frictional resistance, KN

CALCULATING JACKING FORCE, JACKING DISTANCE OF 5300 FT -STEEL

Straight Pipe, No Intermediate Jack

Pipe Material:	STEEL A36	
Water Specific Weight (γ_w):	62.4 lb/ft ³	10 KN/m ³
Slurry Specific Weight (γ_{slurry}):	73.6 lb/ft ³	11.2 KN/m ³
Ground Specific Weight (γ_{ground}):	125 lb/ft ³	20.2 KN/m ³
At-rest Earth Coefficient (k_0):	0.6	0.6
Depth of Overburden to Springline (H):	50 ft	27.43 m
Depth of Water to Springline (Hw):	35 ft	25.91 m
Casing ID:	9.0 ft	2.74 m
Pipe Thickness:	1.5 inch	0.04 m
Pipe Outside Diameter (OD):	9.2 ft	2.82 m
Jacking Thrusting Distance (L):	5300 ft	1615.06 m
Outside Diameter of the Shield machine (Bc):	9.9 ft	3.03 m
Frictional Resistance (FR):	438228.997 lb-force	19516.04 ton-force
Circumferential Frictional resistance (skin friction) (Rc):	2.20 PSI	15.17 KPA
Perimeter of pipe cross section (S):	29.12 ft	8.87 m
Resistance of the tunnel boring machine (FP):	510547.78 lb-force	22810.50 ton-force
Contact pressure of the cutting head (Pc):	20.00 PSI	137.90 KPA
Slurry pressure (P _s):	64.61 PSI	456.11 KPA
Stoppage Factor:	1.2	1.2
Misalignment Factor:	1.25	1.25
Lubrication reduction:	0.15	0.15
Total Jacking (Thrusting) Force (JF):	6348289.37 lb-force	28810.50 ton-force
Safety Factor (SF):	2	2
Total Jacking Force with Safety Factor:	12696578.74 KIP	5765.04 ton-force

* Blue prints must be entered by the user



Soil	Gay	Silt	Sand	Clayey gravel	Gravelly clay	Sandy gravel	Gravelly sand
R (psi)	0.56	0.56	0.7	0.7	2.8	1.1	1.3
R (KPA)	3.861	3.861	4.825	4.825	19.305	7.584	8.963

S=H x D, m

$$FP = P_c \times P_s \times (6/2)^2 \times \pi$$

Pc is generally assumed to be 137.9 KPA or 20 PSI

$$JF = FP + 2FR$$

FP= resistance of the tunnel boring machines, KN

FR= Frictional resistance, KN

**PIPE MATERIAL STRENGTH
NO INTERMEDIATE JACK**

* This print must be entered by the user

Pipe Material	35000 KSI	35000 KSI
Yield Strength (F _y)	9.8 ft	9.8 ft
Pipe ID	10.0 in	10.0 in
Pipe Thickness	0.25 in	0.25 in
Pipe Outside Diameter (OD)	10.5 in	10.5 in
Unsupported Length of Pipe Segment to be Jacked (L _u)	3.05 ft	3.05 ft
Pipe Young's Modulus (E _{pipe})	2.78E+07 KSI	2.78E+07 KSI
Moment of Inertia (I)	2.78 in ⁴	2.78 in ⁴
Pipe Section Area (A _p)	2.39 in ²	2.39 in ²
Pipe Allowable Axial Stress (σ _{allowable})	13500 KSI	13500 KSI
Allowable Force (F _{allowable})	2.77E+08 lbf	2.77E+08 lbf
Material Strength Check	NOT OK	NOT OK
Pipe Material	35000 KSI	35000 KSI
Yield Strength (F _y)	9.8 ft	9.8 ft
Pipe ID	10.0 in	10.0 in
Pipe Thickness	0.25 in	0.25 in
Pipe Outside Diameter (OD)	10.5 in	10.5 in
Unsupported Length of Pipe Segment to be Jacked (L _u)	3.05 ft	3.05 ft
Pipe Young's Modulus (E _{pipe})	2.78E+07 KSI	2.78E+07 KSI
Moment of Inertia (I)	2.78 in ⁴	2.78 in ⁴
Pipe Section Area (A _p)	2.39 in ²	2.39 in ²
Pipe Allowable Axial Stress (σ _{allowable})	13500 KSI	13500 KSI
Allowable Force (F _{allowable})	2.77E+08 lbf	2.77E+08 lbf
Material Strength Check	NOT OK	NOT OK

F_y = steel yield stress, KSI
 = 36 KSI for A36 steel
 = 50 KSI for A572 steel
 = 46 KSI for A500 steel

ATTACHMENT B

CALCULATING JACKING FORCE - RCP

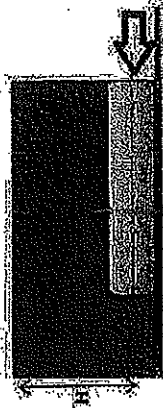
Straight Pipe, No Intermediate Jack

Pipe Material		
Water Specific Weight (γ_w):	62.4 lbf/ft ³	10 kN/m ³
Slurry Specific Weight (γ_{slurry}):	76.16 lbf/ft ³	12.2 kN/m ³
Ground Specific Weight (γ_{ground}):	125 lbf/ft ³	20.2 kN/m ³
Air resist Earth Coefficient (γ_0):	0.5	0.6
Depth of Overburden to Springline (H):	90 ft	27.43 m
Depth of Water to Springline (H _w):	85 ft	25.91 m
Casing ID	9.0 ft	2.74 m
Pipe Thickness	10.0 in	0.25 m
Pipe Outside Diameter (D):	10.7 ft	3.23 m
Jacking Thrusting Distance (L):	140.0 ft	42.57 m
Outside Diameter of the Shield machine (Bc):	11.0 ft	3.35 m
Frictional Resistance (FR):	4862.87 kN	1094.5 t
Circumferential frictional resistance (skin friction) (Rc):	2.20 PSI	15.17 kPa
Perimeter of pipe cross section (S):	32.51 ft	10.21 m
Resistance of the tunnel boring machine (FP):	25579.15 kN	5763.7 t
Contact pressure of the cutting head (Pc):	20.00 PSI	137.90 kPa
Slurry pressure (P _s):	61.61 PSI	436.11 kPa
Stoppage Factor :	1.2	1.2
Misalignment Factor:	1.1	1.1
Lubrication reduction	0.15	0.15
Total Jacking (Thrusting) Force (JF):	2,924,606 lbf	1,345,103 kN
Safety Factor (SF):	2	2
Total Jacking Force with Safety Factor:	5,849,212 lbf	2,690,206 kN

CALCULATING JACKING FORCE-STEEL Straight Pipe, No Intermediate Jack

Pipe Material: Water Specific Weight (γ_w): Slurry Specific Weight (γ_{sl}): Ground Specific Weight (γ_{ground}): At-rest Earth Coefficient (k_0):	STEEL A36 62.4 pcf 76.1 pcf 125 pcf 0.6	10 KN/m3 12.2 KN/m3 20.2 KN/m3 0.6
Depth of Overburden to Springline (H): Depth of Water to Springline (Hw):	94 ft 85 ft	27.93 m 25.91 m
Casing ID: Pipe Thickness: Pipe Outside Diameter (D): Jacking Thrusting Distance (L): Outside Diameter of the Shield machine (B):	5.0 ft 1.6 inch 9.3 ft 85.0 ft 9.5 ft	2.74 m 0.04 m 2.83 m 108.12 m 3.03 m
Frictional Resistance (FR): Circumferential frictional resistance (skin friction) (R): Perimeter of pipe cross section (S):	595.62 ksf 2.20 PSI 29.12 ft	23.97 MPa 15.17 KPA 8.27 m
Resistance of the tunnel boring machine (FP): Contact pressure of the cutting head (P_c): Slurry pressure (P_s):	103.07 ksf 20.00 PSI 61.67 PSI	13.79 MPa 137.90 KPA 426.11 KPA
Stoppage Factor: Misalignment Factor: Lubrication reduction Total Jacking (Thrusting) Force (JF): Safety Factor (SF): Total Jacking Force with Safety Factor:	1.2 1.1 0.15 7749174.12 lbf-force 2 15554248 lbf	12 1.1 0.15 352430 ton-force 2 704860 ton-force

• Blue prints must be entered by the user.



Soil	Clay	Silt	Sand	Clayey gravel	swelling clay	Sandy gravel	loamy sand
R (ksf)	0.55	0.56	0.7	0.7	2.8	1.1	3.3
R (KPA)	3.861	3.861	4.926	4.926	19.305	7.584	23.98

Soil x D, m

$$FP = (P_c + P_s) \times (B/2)^2 \times \pi$$

P_c is generally assumed to be 137.9 KPA or 20 PSI

$$JF = SF \times JFR$$

JF = resistance of the tunnel boring machine, KN

JFR = frictional resistance, KN

**PIPE MATERIAL STRENGTH
NO INTERMEDIATE JACK**

* Blue prints must be entered by the user

Pipe Material	RCP	35000	KPA
Yield Strength (F_y)		2.78	in
Pipe ID		0.25	in
Pipe Thickness		3.25	in
Pipe Outside Diameter (D)		3.05	in
Unsupported Length of Pipe Segment to be jacked (L)		2.78	in
Pipe Young's Modulus (E_{pipe})		2.70	in
Moment of Inertia (I)		2.35	in
Pipe Section Area (A_p)			

Pipe Allowable Axial Stress (σ_{allow})	1150	PSI
Allowable Force (F_{allow})	2.77E+03	For Force
Material Strength Check	OK	

Pipe Material	STEEL A36			
Yield Strength (F_y)	36000	PSI	248211	Z52 KPA
Pipe ID	9.0	in	2.74	in
Pipe Thickness	1.6	inch	0.04	in
Pipe Outside Diameter (D)	9.3	in	2.82	in
Unsupported Length of Pipe Segment to be jacked (L)	10.0	ft	3.05	in
Pipe Young's Modulus (E_{pipe})	2,900,477	PSI	2,00E+08	KPA
Moment of Inertia (I)	831698.94	in ⁴	0.35	in ⁴
Pipe Section Area (A_p)	553.70	in ²	0.36	in ²

Pipe Allowable Axial Stress (σ_{allow})	198563	0018	KPA
Allowable Force (F_{allow})	7.12E+03	For Force	
Material Strength Check	OK		

F_y = steel yield stress, KSI
 = 36 KSI for A36 steel
 = 50 KSI for A572 steel
 = 48 KSI for A572 steel
 = 48 KSI for A500 steel

ATTACHMENT C

RCP PIPE CALCULATING JACKING FORCE IN PIPE USING 4 INTERMEDIATE JACKS

Pipe Material:

Water Specific Weight (γ_w):	62.4 lb/ft ³
Slurry Specific Weight (γ_{slurry}):	76.5 lb/ft ³
Ground Specific Weight (γ_{ground}):	120 lb/ft ³
At-rest Earth Coefficient (K_0):	0.6

Depth of Overburden to Springline (H):

Depth of water to Springline (H _w):	27.03 m
	88 ft

Casing ID:

Pipe Thickness:	9.0 in
Pipe Outside Diameter (OD):	10.0 in
Jacking Thrusting Distance (L):	400.0 ft
Outside Diameter of the Shield machine (B _d):	11.0 ft

Frictional Resistance (FR):

Circumferential frictional resistance (skin friction) (R _f):	22.26 kPa
Perimeter of pipe cross section (S):	33.5 ft

Soil:

Soil:	Silt	Sand	Clay/Graavel	swelling clay	sandy gravel	heavy sand
ϕ (deg)	0.56	0.56	0.7	2.8	1.1	1.3
λ (KPa)	3.861	3.861	4.826	4.826	7.584	8.963

Soil x D, m

$FP = (P_o + P_d) \times (B_d/2) \times x$

P_o is generally assumed to be 137.9 KPa or 20 PSI

IF=FP/SFR

FP= resistance of the tunnel boring machines, KN

FR= frictional resistance, KN

* Blue prints must be entered by the user

STEEL PIPE CALCULATING JACKING FORCE IN PIPE USING 4 INTERMEDIATE JACKS

Pipe Material: **STEEL A36**

Water Specific Weight (γ_w): **10.0 kN/m³**

Slurry Specific Weight (γ_{sl}): **12.2 kN/m³**

Ground Specific Weight (γ_{ground}): **20.2 kN/m³**

At-rest Earth Coefficient (K_0): **0.5**

Depth of Overburden to Springline (H): **27.43 m**

Depth of Water to Springline (Hw): **25.91 m**

Casing ID: **2.74 m**

Pipe Thickness: **0.04 m**

Pipe Outside Diameter (D): **2.82 m**

Jacking Thrusting Distance (L): **421.91 m**

Outside Diameter of the Shield machine (Bc): **3.03 m**

Frictional Resistance (FR): **2673.58 kN**

Circumferential Frictional resistance (skin friction) (Rc): **15.17 kPa**

Perimeter of pipe cross section (S): **8.87 m**

Resistance of the tunnel boring machine (FP): **2000 PS**

Contact pressure of the cutting head (Pd): **51.61 PS**

Slurry pressure (Ps): **1.2 PS**

Stoppage Factor: **1.25**

Misalignment Factor: **0.15**

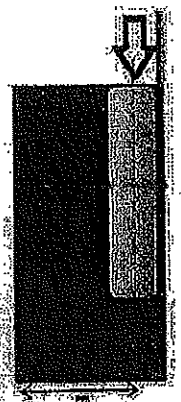
Lubrication reduction: **0.15**

Total Jacking (Thrusting) Force (JP): **5865717.60 kN**

Safety Factor (SF): **2**

Total Jacking Force with Safety Factor: **11731435.20 kN**

• Blue prints must be entered by the user



FR = R x S x L

Soil	Clay	Silt	Sand	Clayey gravel	Swelling clay	Sandy gravel	Loamy sand
R (psi)	0.56	0.56	0.7	0.7	2.8	1.1	1.3
R (kPa)	3.861	3.861	4.826	4.826	19.305	7.584	8.952

S = $\pi \times D$, m

$FP = (P_d + P_s) \times (B_c / 2)^2 \times \pi \times L$

Pe is generally assumed to be 137.9 kPa or 20 PSI

JP = FP + SFR

FP = resistance of the tunnel boring machines, KN

FR = frictional resistance, KN

**PIPE MATERIAL STRENGTH
USING 14 INTERMEDIATE JACKS**

• Blue prints must be entered by the user

Py = steel yield stress, (ksi)
 = 36 ksi for A36 steel
 = 50 ksi for A572 steel
 = 48 ksi for A500 steel

Pipe Material	RCR	35000 KPA
Yield Strength (F _y)	2.74 in	0.51 in
Pipe ID	20.0 in	3.08 in
Pipe Thickness	12.5 in	7.02 in
Pipe Outside Diameter (D)	10.0 in	1.59 in
Unsupported Length of Pipe Segment to be jacked (L)	4.03E+06 PSI	1.59E+04 KIP
Pipe Young's Modulus (E _{steel})	16873117.15 in ⁴	NOT OK
Moment of Inertia (I)	5092.48 in ⁴	NOT OK
Pipe Section Area (A)	1680 PSI	133E+04 KIP
Pipe Allowable Axial Stress (σ _{allowable})	NOT OK	NOT OK
Allowable Force (F _{allowable})	NOT OK	NOT OK
Material Strength Check:	NOT OK	NOT OK

Pipe Material	STEEL A36	248711.257 KPA
Yield Strength (F _y)	36000 PSI	2.74 in
Pipe ID	20.0 in	0.04 in
Pipe Thickness	1.5 in	2.83 in
Pipe Outside Diameter (D)	20.0 in	6.10 in
Unsupported Length of Pipe Segment to be jacked (L)	2.90E+07 PSI	2.90E+08 KPA
Pipe Young's Modulus (E _{steel})	331698.94 in ⁴	0.53 in
Moment of Inertia (I)	553.70 in ⁴	0.33 in
Pipe Section Area (A)	28008 PSI	1.98E+08 KPA
Pipe Allowable Axial Stress (σ _{allowable})	1.59E+04 KIP	7.12E+03 KIP
Allowable Force (F _{allowable})	OK	OK
Material Strength Check:	OK	OK